

Cases Reported this Week.

In the Solicitors' Journal.

| | |
|--|-----|
| Bombay Civil Fund Act, 1882, Re, Fringle v. The Secretary of State for India | 107 |
| Cardigan v. Curzon-Howe | 107 |
| Charrington, Ex parte, Re Dickenson | 109 |
| Conway v. Fenton | 108 |
| Elworthy v. Harvey | 108 |
| Edalle v. Payne | 107 |
| Goslings v. Blake | 108 |
| Greville's Settlement, Re | 110 |
| "Lydia," The | 108 |
| Middleton, In the Goods of | 109 |
| Murray v. Thompson | 108 |
| Patents, Designs, and Trade-Marks Act, 1883, Re; and Re Application No. 71,761 by the Californian Fig Syrup Co. | 108 |
| Railway Time Tables Publishing Co., Re | 108 |
| Rawlings, Ex parte, Re Davis & Co. | 109 |

| | |
|---|-----|
| S. E. Joy (deceased), Re, Purday v. Johnson (No. 2) | 107 |
|---|-----|

In the Weekly Reporter.

| | |
|--|-----|
| Ashby v. Costin | 149 |
| Bickers v. Speight | 139 |
| Charrington & Co., Ex parte, In re Dickenson | 130 |
| Cooper v. Straker | 137 |
| Feld v. Field | 134 |
| Fry v. Lane; Whitset v. Bush | 135 |
| Rawlings, Ex parte, In re Davis (No. 1) | 141 |
| Rawlings, Ex parte, In re Davis (No. 2) | 142 |
| Read v. Brown | 131 |
| Reg. v. County Court Judge of Greenwich and Moxon | 132 |
| Reg. v. Judd and Others | 143 |
| Reg. v. Slade | 141 |
| Victorian Railway Commissioners (Appellants) v. Coultas and Others (Respondents) | 129 |

The Solicitors' Journal and Reporter.

LONDON, DECEMBER 15, 1888.

CURRENT TOPICS.

THE JUDGES met on Wednesday, it is understood to consider the subject of procedure by "English information" on the part of the Crown, to which we referred last week.

THE LIABILITY OF TRUSTEES Bill was in the paper of the House of Commons on Wednesday, but the adjourned debate was therein stated to be further adjourned till Thursday, too late for discussion in this week's issue. There was a list of no fewer than twelve amendments to be disposed of.

THE NOTICES as to the course of business in the Queen's Bench Divisional Courts appear to be even less reliable than the forecasts issued by the Meteorological Department as to weather, although it might reasonably be inferred that the "elements" dealt with by the former are of a less unruly nature than those involved in the latter. A notice appeared in the daily cause lists of the 1st and 3rd of December that one Divisional Court would sit in the Lord Chief Justice's Court on the 3rd, 4th, 5th, 6th, 7th, and 8th inst. to take motions and the Crown paper; and that a second Divisional Court would sit in Court 4 (or Courts 7 and 8) to take motions on the civil side. On the 3rd of December no court sat, in consequence of the illness of Mr. Justice MANISTY; on the following day also no Divisional Court sat, and the notice as to the Lord Chief Justice's Court was omitted; but on the 5th and 6th inst. a Divisional Court sat in the Lord Chief Justice's Court and took motions on the civil side without previous notice. On the 7th inst. two Divisional Courts sat and took motions on the civil side. On the 8th inst. no Divisional Court sat!

AS A MATTER of general interest to the profession we publish the following statement, which has received the approval of the Board of Inland Revenue, as to deeds produced as evidence which are unstamped or insufficiently stamped, and the amount to be paid to the officer of the court before such deeds can be received as evidence:—

Deeds dated before the 16th of May, 1888—

1. The deficient amount of the duty.
2. £10 penalty.
3. £1 further sum under section 16 of the Stamp Act, 1870.
4. When the unpaid duty exceeds £10, interest on the deficiency at the rate of £5 per cent. per annum from the date of the deed until payment.

Deeds dated on or after the 16th of May, 1888—

The same as items 1, 2, 3, 4 above; also, where the instrument is chargeable with *ad valorem* duty under the First Schedule of the Customs, &c., Act, 1888, an additional personal penalty (equivalent to the whole (not the deficiency) of the stamp duty thereon, "unless a reasonable excuse for the delay in stamping, or for the omission to stamp, or the insufficiency of stamp, be afforded to the satisfaction of the judge."

In remitting the stamp duties and penalties (with the exception of that under item 3) to the Receiver-General of Inland Revenue at Somerset House, the officer of the court will communicate to the Board of Inland Revenue the name or title of the cause or proceeding in which, and of the party from whom, the said duties and penalties were received, and the date and description of the instrument, as required by section 16 (2) of the Act of 1870. The Board will then be in a position to determine the steps, if any, to be taken for the recovery of the further personal penalty of £10 which may have been incurred under section 18 (c) of the Customs and Inland Revenue Act, 1888.

THE DECISION in *Cardigan v. Curzon-Howe* (reported elsewhere) will, we fancy, affect a good many completed sales under the Settled Land Act. In *Re Beck* (31 W. R. 911, 24 Ch. D. 608) Vice-Chancellor BACON, on a sale under the Act by a tenant for life who had mortgaged his interest, held that the trustees must pay, out of the capital moneys realized by the sale, the costs occasioned by the concurrence in the sale of the tenant for life's mortgagees. No reason for this decision is given in the judgment as contained in the *Law Reports*, but if reference is made to the report in the WEEKLY REPORTER it will be found that the learned judge came to this conclusion on the ground that "under section 53 the tenant for life has all the powers and duties of a trustee." That is to say, as we understand the observation, the tenant for life is intended by the Act to be put in the position of, and clothed, with the powers and duties of, a trustee for sale, and by section 21 (x.) capital money arising under the Act is applicable in payment of costs of or incidental to the execution of the powers given by the Act: under the practice before the Act on a sale by trustees, the expenses of the mortgagees of the tenant for life, whose concurrence in the sale was necessary, would have been paid out of the capital, and as the tenant for life is by the Act put in the place of the trustees, the same rule is applicable on a sale by him under the Act. It will be seen that Mr. Justice CHITTY, in the recent case, has taken a different view, and has refused to allow the costs of the mortgagees of the tenant for life to be paid out of the capital moneys realized by the sale. He considers that section 50, subsection (3), of the Act of 1882 is conclusive upon the point. The rights of the assignee for value of the tenant for life are not to be affected without his consent; in other words, we suppose, the power given by the Act to the tenant for life is to sell subject to the rights of his mortgagees, and section 21 (x.) only refers to costs incidental to the exercise of this power. But, with much deference, we venture to submit that the power given by the Act to the tenant for life is (possibly) either to sell subject to the mortgages of the life interest (as to which we are not clear), or, with the consent of the mortgagees, to sell the whole of his estate and interest, and that the latter is not less an exercise of the powers of the Act than the former.

AN APPARENTLY NOVEL POINT was raised before Mr. Justice NORTH on Saturday last with regard to the operation of the Infants Relief Act, 1874 (37 & 38 Vict. c. 62). Section 1 of the Act makes "absolutely void" all contracts "henceforth entered into by infants for the repayment of money lent or to be lent, or for goods supplied or to be supplied (other than contracts for necessities)." And section 2 provides that, "no action shall be brought whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification made after full age of any promise or contract made during infancy, whether there shall or shall not be any new consideration for such promise or ratification after full age." It has been held that section 2 applies to contracts other than those mentioned in section 1—e.g., to contracts to marry: *Coxhead v. Mullis* (3 C. P. D. 439); see also *Holmes v. Brierley* (36 W. R. 693, 795). In the present case it was sought to apply the section to a covenant in a marriage settlement by the wife for the settlement of her after-acquired property, she being an infant at the time when she entered into it. The marriage took place in 1875, and after she had attained full age she became entitled, under the will of a testator who died in 1887, to a legacy of £5,000, which was bequeathed for her separate use. At this time she was living apart from her husband, and a separation deed had been executed. The legacy was claimed by the trustees of the settlement, and the

wife claimed that it should be paid to her. The executors of the will paid the amount into court under the Trustee Relief Act, and the wife petitioned for payment to herself, or that the rights of the parties might be determined. On her behalf it was contended that section 2 governed the case. On behalf of the trustees it was argued that such a covenant was not within the section, and that the petition was not an action to charge the wife, the covenant being one which bound the fund. Certain acts were relied upon as amounting to a ratification of the settlement by the wife after she had attained twenty-one. Mr. Justice NORTH decided the case on the ground that there had, in fact, been no ratification by the wife. Independently of the Act, such covenants had been treated as beneficial to a female infant, and therefore only voidable at her election after she had attained full age. The covenant bound her, subject to her right to avoid it. In the present case the petition amounted to a repudiation of the covenant by the wife, and she had done nothing previously to ratify it. His lordship added that the point raised as to the application of the Act of 1874 was to him a new one, and he believed it had never previously come before the courts during the fourteen years for which the Act had been in operation. If section 2 applied to such a covenant, the result would be, that a covenant by a female infant upon her marriage, to settle her after-acquired property, would be absolutely void, even though it was for her benefit, and could not be set up again by anything short of what would amount to a new disposition by her after she had attained twenty-one. Any such new disposition could not be supported by the marriage consideration, and, unless some fresh valuable consideration were given for it, it would be a purely voluntary disposition. The question thus raised was so important and so far-reaching in its consequences that, as he was able to decide the case upon another ground, he did not think it right to express any opinion about it, and he must decline to do so. The point is one which deserves to be fully considered, and for this reason we desire to call the attention of our readers to it.

IN VIEW of the increasing custom of acquiring furniture on the hire-purchase system, and the large number of firms and companies which are engaged in this business, it may be useful to notice a decision recently given by the Court of Appeal in *Re Davis & Co.* (reported elsewhere). Messrs. DAVIS & Co. had entered into a number of agreements to let out furniture in consideration of the payment of certain instalments. As long as any of these remained unpaid they retained the ownership of the furniture; but, upon full payment, this passed in the usual way to the hirer. Practically, of course, this was a modified sale, and the real interest of the vendors lay in the right to receive the purchase-money by instalments. This was an interest which they desired to utilize for the purpose of raising money, and they assigned all their rights under certain of the agreements as security for advances made to them. Upon their subsequent bankruptcy, their trustee claimed that this assignment was a bill of sale within section 4 of the Bills of Sale Act, 1878, and was, therefore, void, as not being in the required form. This contention was rejected, however, both by CAVE, J., and the Court of Appeal, upon the ground that the assignment passed no interest in the furniture itself, but only the right to receive the instalments under the agreements. This is an intelligible view of the matter, which has probably been acted upon in drawing numerous documents of the kind, and it is satisfactory that their validity is secured by the decision.

THE COUNTY COURTS ACT, 1888, by section 65, confers upon the High Court power to order any action of contract, in which the claim does not exceed £100, "to be tried in any court in which the action might have been commenced, or in any court convenient thereto." The question, therefore, arises whether an action of contract which could not have been "commenced" in the county court by reason of the claim exceeding £50 (which is still the limit of the ordinary jurisdiction of the county courts (section 56)) can, by virtue of this section, be remitted from the High Court? If not, then the exercise of the power conferred by section 65 must be limited to actions of contract in which the claim does not exceed £50. Whether such a construction would ever be adopted may, indeed, well be doubted, for it would be contrary to the evident

intention of the Legislature, which must be taken to have been to increase the derivative jurisdiction of the county courts over actions of contract from £50, the original limit (County Courts Act, 1867, s. 7), to £100. The Bill, as originally drawn, preserved the old limit, but when, in committee, this was increased to £100, that part of section 65 which provides that the remitted action shall be tried "in any court in which the action might have been commenced" obviously became inapplicable, and should have been altered.

THERE WOULD APPEAR to be good ground for saying that the hearing of cases in the Chancery Division does not proceed so quickly as suitors desire. The instances cited in the letter of "A Firm of London Solicitors," which appeared in the *Times* of the 11th inst., to some extent shew this. It is in fact the case that one result of a judge taking up a particular class of cases, and so causing the postponement of other classes, is that he fails to satisfy those who are postponed, and gives rise to a grievance. The judges who thus pick out particular classes of cases, and hear them from day to day to the exclusion of all others, must necessarily give dissatisfaction, and this is what is done by all those of the chancery judges who have several classes of cases, except Mr. Justice KAY. The question remains whether it would not be advisable for all the judges to follow the example of Mr. Justice KAY, and have one list of witness and non-witness actions to be heard in the order in which they are set down. The subject, however, is full of difficulty, for if the above suggestion is adopted witnesses will have to be kept in waiting. The true remedy appears to be to have two judges constantly sitting to hear witness actions.

FORM OF CONVEYANCE OF LAND PURCHASED BY A FIRM.

A CONVEYANCE of land to two or more persons, without any words shewing that they are to take as tenants in common, makes them joint tenants both at law and in equity. There are some exceptions to the rule, among others, where the property is purchased for the purposes of trade or business carried on by the purchasers, in which case they are tenants in common in equity (see 2 Brownl. 99; *Jeffreys v. Small*, 1 Vern. 217; *Lake v. Oradock*, 3 P. Wms. 158; *Lyster v. Dolland*, 1 Ves. jun. 431; *Jackson v. Jackson*, 9 Ves. 596; and *Davies v. Games*, 12 Ch. D. 813).

It must, however, be remembered that where land is purchased by partners in trade, and is paid for out of the partnership assets, it does not necessarily become part of the joint estate of the partners. The land may have been bought for several reasons—(1) for the purpose of being used in the trade; (2) as a mere speculation on the part of the partners for a purpose not forming part of their ordinary business; (3) the purchase-money may have been withdrawn from the trade with the intention that the purchased property should belong to the partners in separate shares, or that the entirety should belong to one of them, and that the purchase-money should be lent to him by the partnership. The question for which of these reasons the land was purchased must depend upon all the circumstances of the case, and even the form of the conveyance is not conclusive (see the judgment of Turner, L.J., in *The Bank of England's case*, 3 De G. F. & Jo. 645). As to the above questions, see *Dart v. P.* 1047; *Elphinstone, Norton, & Clark Interp.* 279; and the notes to *Lake v. Oradock*, 1 White & Tudor L. C. Eq.

When land is purchased for the purpose of a partnership, there are several forms that the limitations in the conveyance may assume. The limitation may be made:—

- (1) To a trustee in fee in trust for the partners as part of their partnership property.
- (2) To the partners as joint tenants in fee—(a) without more; (b) as part of their partnership property; (c) on trust for the partners, their executors, administrators, or assigns; (d) the same as (c), with the addition of "as part of their partnership property."
- (3) To the partners as tenants in common in fee—(a) without more; (b) as part of their partnership property.
- (4) An addition may be made to either of the above-given forms, giving power to the surviving partner, his executors or

administrators, or to the trustee, to sell, mortgage, lease, or dispose of the property (see the form 1 Key & Elph. 364).

There does not appear to be any advantage in leaving the legal estate outstanding in a trustee unless—

- (1) it is likely that there will be many changes in the firm, in which case the fact of the legal estate being vested in a trustee may obviate the necessity of a conveyance on a change in the firm taking place; or,
- (2) there are likely to be dealings with the land at a time when one of the partners may be abroad or otherwise not readily accessible.

It should be observed that, when land is purchased in the name of a trustee in trust for the partners as part of their partnership property, he will be unable to deal with it without the consent of all the partners. If, then, one of the partners is likely not to be accessible at a time when the land will have to be dealt with, it will be proper to insert full powers enabling the trustee to deal with the property as in (4).

Sometimes one of the partners wishes to grant a lease to the partnership. If the property is freehold, he can, by the effect of the Conveyancing Act, 1881, s. 50, and section 2 (5)—which makes "convey" include "lease"—demise it to himself and the other partners jointly. But a lease in this form should be avoided, as many questions of difficulty as to the lessor's remedies might arise. The enactment above referred to does not enable an under-lease to be granted. It follows that, whether a lease or an under-lease is to be granted, the proper course is to grant it to a trustee for the firm. The trust may in most cases be declared in the lease itself, or it may be declared in a separate instrument. The lease will be nearly in the ordinary form; but either the lease itself, or, if the declaration of trust is contained in a separate instrument, that instrument, will contain provisions for the indemnity of the trustee against the rent and covenants, though the trustee would have a right to indemnity without any express provision (see the form of the lease and declaration of trust in 1 Key & Elph. 805).

The Conveyancing Act, 1881, s. 30, which causes an estate of inheritance vested in a trustee to devolve on his death on his personal representatives, renders it dangerous to vest freeholds in trustees without disclosing the trusts; for it will be observed that, as there is nothing on the face of a conveyance in that form to shew that the property is held on trust, a purchaser would accept a conveyance from the heir of the surviving trustee, a person who would in reality have no interest in the property; and, on the other hand, the personal representative of the surviving trustee must, in order to prove his title, shew that the property is held on trust.

When partnership property is limited to the partners as joint tenants they appear to be trustees for the partners in the shares in which they are entitled to the capital of the partnership property, so that on the death of the survivor the difficulty above pointed out will arise. For these reasons the form (2) (a) should never be used where the property is of freehold tenure. The forms (2) (b) and (2) (d) appear unexceptional. The form (2) (c) appears to have no advantage over (2) (b) or (2) (d). Probably (2) (b) is the best of all these forms, as being the most concise.

The above-mentioned objection to vesting property in trustees as joint tenants without disclosing the trusts does not apply where the property is copyhold and the partners are intended to be admitted, as on this being done the property will, on the death of the survivor, devolve on his customary heir (see the Copyhold Act, 1887, s. 45); or, where the property is leasehold, as in that case it devolves on the personal representative of the surviving partner, whether he hold it beneficially or on trust. Even in these cases it appears better to insert the words "as part of their partnership property," so as to obviate the necessity, which might otherwise arise, of shewing, in case of a dispute arising between the customary heir, or the personal representatives of the deceased partner, and the other persons interested in the partnership assets, that the land really belonged to the partnership.

It appears to make but little difference, in cases where the fact that the land is partnership property appears on the conveyance, whether the limitation is made to the partners as joint tenants or as tenants in common, as in either case, on a sale by the surviving partner, it will be necessary, either to shew that he had a power of sale under the partnership deed, or to procure the concurrence of the representatives of the deceased partners.

It may be thought that, where there is but little likelihood of the property being sold and the shares in which the partners are entitled to the capital of the partnership property are simple, there is no objection to limiting the land to the partners as tenants in common without more, as in (3) (a), but if this is done a question may possibly arise whether it was intended that the purchased property was or was not to become part of the partnership property. In the latter case it would probably be held that each partner was a trustee of his share for the firm, and that share would, therefore, on his death, devolve on his personal representative, thus giving rise to the difficulties pointed out above. But, having regard to the possible doubts as to whether the partner was trustee or not, and therefore whether his share devolves on his death on his heir or personal representative, it appears safer, in the case of freeholds at least, not to limit the property to the partners as tenants in common. It makes but little difference whether the form (2) (b) or (2) (d) is used, as in either case on the death of a partner his personal representative will have to concur with the surviving partners in a conveyance.

The clause giving power to the surviving partner to deal with the property without the concurrence of the representatives of the deceased partners must be used with caution. The cases in which it will be found to be useful are where there is a probability, owing to the provisions of the partnership deed, that some of the shares in the partnership may become settled, and thus give rise to difficulties in dealing with the property if the concurrence of all the beneficiaries was required.

The practical conclusion is that, in the absence of special circumstances, the limitation should be to the partners as joint tenants in fee as part of the property of the said partnership, and that in the special case lastly referred to, a very general power of dealing with the property, should be given to the surviving partners or partner and their representatives.

Where a partnership is converted into a private company, there appears to be no very serious objection to allowing any land vested in either of the partners in the old firm to remain in him, whether he has executed a declaration of trust for the firm or not; for it will be remembered that, if the conversion is effected in the manner now generally adopted, the partners in whom any property belonging to the old firm is vested declare trusts of it for the company in the articles of association, which will contain proper provisions shewing how the property is to be dealt with. If the property is vested in a trustee, who, not being a partner, is not a party to the articles of association, he ought to execute a declaration of trust for the company. In either case, the powers of dealing with the land arise from the articles of association.

It remains to point out that if the property is purchased by the firm as a speculation outside their ordinary business, or if it is intended that the purchase-money should be withdrawn from the firm, and that the purchased property should belong to one partner solely, or to all or some of the partners in shares, appropriate recitals should be recited, carefully made to suit the operative part of the deed, so as to render the intention clear.

SOME RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

I.

SEVERAL important decisions on the jurisdiction and practice of the county courts have been given during the twelve months that have elapsed, to which attention may usefully be directed.

With regard to the jurisdiction of the county courts, some of the decisions that have been given merit special notice. In *Friend v. Shaw* (36 W. R. 236, 20 Q. B. D. 374) it was held that the jurisdiction over actions for the recovery of small tenements conferred by the County Courts Act, 1856, s. 50, could only be exercised in cases where the tenancy had been determined by "effluxion of time," or by "a legal notice to quit," and that it did not extend to a so-called notice to quit for forfeiture of a lease for breach of covenant. Whether this decision will equally apply to section 138 of the County Courts Act, 1888, may well be doubted. For under that enactment the county courts possess jurisdiction over actions for the recovery of small tenements when the term has expired or has been determined, not (as prescribed by the former enactment) by "legal notice to

quit," but "by notice to quit." This difference in language seems to have been adopted in consequence of the above decision, which expressly turned upon the meaning of the phrase "legal notice to quit" as distinguished from "notice to quit," the court holding that the former expression was analogous to the term "regular notice to quit" contained in 1 Geo. 4, c. 87, and should receive a like construction.

The equitable jurisdiction of the county courts was lately the subject of discussion in *Ingleton v. Maudsley* (36 W. R. 477), where it was held that the county courts had no jurisdiction under the County Courts Act, 1867 (30 & 31 Vict. c. 142), s. 9, to entertain a suit for specific performance of a parol agreement to grant a right of way. This decision will equally apply to section 67, subsection 4, of the County Courts Act, 1888, which is, in terms, substantially identical with section 9 of the old Act, and merely confers upon the county courts jurisdiction to decree specific performance "of any agreement for the sale, purchase, or lease of any property"—words which obviously do not include a parol agreement to grant a right of way, which is a mere incorporeal hereditament, and can therefore only be conveyed by instrument under seal.

The jurisdiction of the county courts to commit for contempt of court was considered in *Reg. v. Jordan* (36 W. R. 797, 57 L. J. Q. B. 483). It was there held by the Court of Appeal, affirming the decision of the Divisional Court, that whenever there is anything before a county court judge from which he can reasonably infer that a wilful insult has been offered to him, the superior court cannot go behind his decision that there has been a contempt. It was also held that, as by section 113 of the County Courts Act, 1846 (9 & 10 Vict. c. 45), the only power which the judge had to fine or to commit was by warrant under his hand and the seal of the court, the judge was at liberty, at any time before issuing the warrant, to alter his decision by committing the offender instead of fining him, or *vice versa*. This decision will likewise govern commitments under section 162 of the County Courts Act, 1888. With regard to orders upon summonses for committal under section 5 of the Debtors Act, 1869 (32 & 33 Vict. c. 62), it was held, in *Kenyon v. Eastwood* (57 L. J. Q. B. 455), that they must be made "in open court," as required by that Act, and that therefore they could not be enforced when they were proved to have been made in a small room used at other times by the county court judge as his private room, but communicating with a larger room, where the names of the parties were, if necessary, called, by a door which was kept open during the hearing of the summonses, though the public had access to both rooms.

The jurisdiction of one county court judge over officers of another county court was considered in *Ashley v. Norris* (36 W. R. 476, 20 Q. B. D. 242), where it was held that the judge of one county courts district had no power to order a bailiff attached to a different district, who had not levied execution in pursuance of the warrant of the first court, to pay compensation to the party injured, and that the bailiff, by appearing before the county court judge to justify his conduct in not making a levy, was not estopped by acquiescence from impugning, by prohibition, such jurisdiction. The judges who decided this case (Pollock, B., and Hawkins, J.) point out in their judgments that, as the 104th section of the County Courts Act, 1846, whereby the mode of obtaining execution in a foreign court is prescribed, expressly provides that the high bailiff is only to execute the original warrant when it has been sealed by the registrar of his own court, it is evident that he only derives his authority through his own court, to which, therefore, alone he is, in case of any misconduct on his part, amenable. It is to be noticed that section 158 of the County Courts Act, 1888, is conceived in the same terms as section 104 of the County Courts Act, 1846.

The powers of a county court judge over actions remitted by the High Court came under consideration in *Mulleneisen v. Coulson* (36 W. R. 524, 20 Q. B. D. 667). It was there held that in the case of an action of tort remitted from the High Court the county court judge had no power to add a defendant against his will, either under that enactment or under the County Court Rules, 1886. This decision turned on the peculiar language of section 10 of the County Courts Act, 1867, which provided that in actions remitted under that section the county court should have "all the same powers and jurisdiction with respect to the cause as if both parties had agreed, by a

memorandum signed by them, that the said county court should have power to try the said action, and the same had been commenced by plaintiff in the county court." In the case under consideration it was held that "the cause" referred to in the provision meant the cause between the original parties, and that, by the expression "both parties" the original parties to the action before it was remitted were intended. It was, moreover, pointed out that, to allow a person to be added as defendant against his wish, after the remitted action had reached the county court, was to deprive him of the right, which he would otherwise have possessed, of objecting to the remitting order being made at all. It may well be doubted whether this decision will govern actions of tort remitted to the county court under section 66 of the County Courts Act, 1888, as it is thereby expressly provided that the "action and all proceedings therein shall be tried and taken in such court as if the action had originally been commenced therein." These words would seem to confer very wide powers of amendment and of adding parties such as have not hitherto been possessed by county court judges in such cases. In *Stokes v. Stokes* (36 W. R. 28, 19 Q. B. D. 419) it was held that the High Court has power to remit an action of slander to the county court, and that section 67 of the Judicature Act, 1873, which provides that section 10 of the County Courts Act, 1867, shall apply to all actions in the High Court in which any relief is sought which can be given in a county court, does not restrict the words of that section so as to limit the power to remit only to such actions of tort as can be commenced in the county court. Neither, it is hardly necessary to observe, can any such restrictive meaning be put on section 66 of the County Courts Act, 1888, which expressly gives a general power to remit any action of tort. While on the subject of the derivative jurisdiction of the county courts, it should be stated that it has recently been held that a plaintiff may reduce the sum originally claimed in an action of contract to a sum within the derivative jurisdiction of the county courts by admitting the defendant's counter-claim, and that the fact that the defendant counter-claimed for the amount due to him does not prevent the amount from being treated as a set-off against the plaintiff's claim under section 18 of the Judicature Act, 1884 (*Lewis v. Lewis*, 36 W. R. 63, 20 Q. B. D. 56). Though this decision was given on an enactment which is now obsolete (County Courts Act, 1856, s. 26), it is equally applicable to the existing provision on the same subject contained in section 65 of the County Courts Act, 1888, whereby the limit of derivative jurisdiction over actions of contract is raised from £50 to £100. The recent decision in *Gray v. Hopper* (21 Q. B. D. 246), in which it was held that, under section 26 of the County Courts Act, 1856, there is power to remit an action of contract to the county courts when the sum indorsed on the writ is reduced to a sum not exceeding £50 by judgment under order 14, for a portion thereof, turned on the peculiar words of that enactment, which provides that the reduction may take place "by payment into court, payment, or admitted set-off, or otherwise, to a sum not exceeding £50." In the judgments delivered by the Court of Appeal in this case, these words are contrasted with the language of section 7 of the County Courts Act, 1867, which provides that the reduction, to be effectual, must be "by payment, an admitted set-off, or otherwise," and it is pointed out that the omission of the words "payment into court" from the provision shews conclusively that, as previously decided (*Osborne v. Homburg*, 24 W. R. 161, 1 Ex. D. 48; *Foster v. Usherwood*, 3 Ex. D. 1) in the later Act, payment and set-off, to have been a defence, must have arisen before action. It is to be noticed that, as stated in these columns on a former page (32 SOLICITORS' JOURNAL, p. 333), section 65 of the County Courts Act, 1888, provides for a reduction of the claim to a sum not exceeding £100 (the new limit of derivative jurisdiction over actions of contract) in the language of section 7 of the County Courts Act, 1867, and not in the words of section 26 of the County Courts Act, 1856. Consequently this reduction, to be effectual, must be effected before action brought.

Mr. Trevor Crispin, the principal assistant in the department of the Solicitor of the Treasury, has retired after nearly fifty years' service.

The new building at Temple Bar for the Law Courts' Branch of the Bank of England will be opened to the public for general banking business on Monday next, the 17th inst.

REVIEWS.

POSSESSION IN THE COMMON LAW.

AN ESSAY ON POSSESSION IN THE COMMON LAW. PARTS I. AND II., by F. POLLOCK, M.A., LL.D., Barrister-at-Law. PART III., by R. S. WRIGHT, B.C.L., Barrister-at-Law. Oxford: Clarendon Press.

This volume supplies a long-felt want. Hitherto we have had no work dealing with possession as a separate title in English law, and it has been necessary to search for the learning on the subject in various sources, chiefly in cases depending on the old forms of actions of ejectment and trespass, and in the law of theft. Conspicuously different, of course, was the Roman law, with its separate title devoted to possession, and its careful analysis of the notion into *corpus* and *animus*, with the application of these to the acquisition, loss, and transfer of possession in a great variety of cases. And as a result there has been a continuous flow from the Continental press of works founded on the Roman law of possession, of which those of Savigny and Ihering may be taken to be the most important. For English law, however, these are of little use, the divergencies between the two systems being so great. Possession *de facto*, indeed, may be the same in each, but legal possession is in English law openly ascribed to many besides the owner, real or pretended, and with us there has been no rigorous exclusion of questions of title in possessory actions. As might be expected, therefore, the present volume derives little aid from foreign sources, in spite of the fact that so much attention has been bestowed on the subject abroad. The key-note of the book may be said to be struck in the assertion that possession *de facto* involves a strong moral element. It consists not so much in the actual use of a thing, as in the likelihood that it can be used at will, and this likelihood depends upon the opinion of others that the possessor has a good title. This at once explains in a convenient way why I may be said to be in actual possession of things in my house or garden, or in any place where, as an owner, I should be likely to leave them. In all probability the apparent ownership will be respected, and I shall in fact be able to resume control of them at will.

Passing on to legal possession, this moral element is found to be more potent still. For while legal possession usually coincides with possession *de facto*, yet in doubtful cases it may be settled by the real title, and may even continue to exist when possession *de facto* has been altogether lost. This explains why a wrongful taker has legal possession only of what he actually seizes, whereas a lawful taker may in some cases obtain possession without any actual seizure at all; for the law favours a lawful possession, while that of a wrongdoer will not be extended beyond his actual physical control. It explains, too, why legal possession may continue even after an object has been lost.

The main use of the idea is shewn, perhaps, by the way in which it enables Prof. Pollock to deal with symbolical delivery. He shews conclusively from the cases that there is no such thing known to English law, and the above conception of possession *de facto* explains how it may be dispensed with. The delivery of the key of a warehouse by the owner both confers upon the new possessor the means of access to the goods contained therein, and also shews that he will suffer no opposition from the former owner. Although, then, there is no actual contact with the goods, yet there is the strongest likelihood that the new possessor will be able to obtain control of them at will; and in this likelihood lies his possession *de facto*, upon which his possession in law is based. The discussion of this question (pp. 60-70) will be found one of the most interesting parts of the book.

In treating of the effect of possession, the usually accepted opinion is maintained that of successive possessors, not connected in title, an earlier one can maintain ejectment against a later (pp. 23, 95); and consequently when the original owner is barred by the statute, the first possessor is practically seised in fee, until also barred. But in the assertion of this it may be suggested that too much weight is given to possession as such, and too little to the fact that in English law it is simply effective as raising a presumption of title. It is true that the *dictum* of Cockburn, C.J.—“possession is good title against all but the true owner” (*Asher v. Whitlock*, L. R. 1 Q. B. 1)—is in favour of this view, and there are authorities which shew that possession is in itself valid as against a mere wrongdoer. But there is little doubt that, strictly speaking, the law only grants ejectment to a *quodam* possessor by reason of his possession raising a presumption of title, and he will fail if it appears, as in *Doe v. Barnard* (13 Q. B. 945), that this presumption is ill-founded. In *Nagle v. Shear* (8 I. R. C. L. 224) this principle was even applied to enable a wrongdoer to keep possession. Against this Prof. Pollock quotes *Daivson v. Gent* (1 H. & N. 744), where a plaintiff, who set up a title and failed to prove it, was nevertheless allowed to recover upon his possession alone as against a mere wrongdoer. But this would seem to make an exception to the rule, rather than to alter the old theory of the law; and if it be held that possession is in itself a good title as against

mere wrongdoers, yet in all other cases it is only good as raising a presumption of title. This theory is not very logical, nor is it very satisfactory in its results, but it seems to be prevalent in the cases.

The third part, which is due to Mr. Wright, deals with possession and trespass in relation to the law of theft, and is, practically, distinct from the previous part of the book. Professor Pollock tells us in the preface that only upon these terms could the work be produced, and we must be content to accept Mr. Wright's material as it is given to us. Although there is a certain amount of repetition, yet the mode of treating the subject is quite different, and this, of course, is rendered necessary by its special consideration in relation to the law of theft. One very interesting part will be found on pp. 171-187, where the commission of theft by the finder of a lost article is discussed, and the distinction drawn between the ancient and modern authorities on the subject. We may also refer to the treatment of the difficult case where a thing has been delivered to a vendee's servant, and the consequent discussion of the time at which the vendee's possession begins (pp. 191-196). This, of course, decides as to whether a taking is embezzlement or theft.

The work, as a whole, is valuable both for the material relating to its subject which has been collected, and for the full treatment of the doctrine of possession as it exists in our law. It will, doubtless, assist to work out that doctrine with more consistency, where consistency is now wanting, and it will be a valuable help to every student of law. It will be most valuable, perhaps, to the practitioner who, in practising, does not forget that he is a student.

CORRESPONDENCE.

THE CHANCERY REGISTRARS.

[To the Editor of the Solicitors' Journal.]

Sir,—I was somewhat surprised to read in your issue of last week a letter from Mr. Edmund Kimber to the Lord Chancellor containing a statement which resolved itself into a charge against a public official who apparently had had no opportunity to reply. I have taken some steps to ascertain the facts concerning the order which Mr. Kimber says he could have drawn up in five minutes, and which took from the 8th of August to the 17th of November to complete, and have come to the conclusion that when the facts are known, as I trust they will be shortly, Mr. Kimber will regret that he ever allowed his *ex parte* statement to go forth to the public.

Dec. 11.

AGNOTUS.

TRUSTEES' INVESTMENTS.

[To the Editor of the Solicitors' Journal.]

Sir,—You will be rendering a very useful service to the profession and public if you will take an early opportunity of discussing the question as to the powers and duties of trustees, with respect to the investment of trust moneys in the purchase of stocks, funds, shares, and other securities above par, whether any of such securities are or are not expressly authorized by the instrument creating the trust; and expressly with regard to the position of trustees who purchase above par, and then, when they realize the securities, sell at a less price than that at which the security was originally purchased. The question is of special importance just now, having regard to the pressure which is being put upon trustees by parties beneficially interested, whose income is derived from Consolidated £2 15s. per Cent. Stock, and who not unnaturally desire their trustees to find a more remunerative investment.

F.

[We hope to discuss the question shortly.—ED. S. J.]

THE CHANCERY TAXING MASTERS.

[To the Editor of the Solicitors' Journal.]

Sir,—I have so often proved to demonstration that the work of the eight Chancery taxing masters and their clerks results in an enormous profit—over £10,000 per annum—that, but for recent reflections on them, I should have willingly remained silent. Those reflections having been made, I shall feel obliged if you will find space for the following remarks in your journal.

I would first make a few statements which I believe no one in the profession, acquainted with Chancery business, will venture to dispute.

1. There is work enough for nine Chancery taxing masters, and there are only eight. Excluding Mr. Bloxam, who now takes the lunacy taxations and his own old Chancery references, there are only seven.

2. These eight masters, and their very able clerks, between them, earn so much in fees, paid exclusively by the Chancery suitors, that

these masters and clerks cost the country nothing; but make a profit for the country of over £10,000 a year.

3. It is, therefore, a self-evident proposition that these offices are undermanned.

4. The pressure is so great at certain periods of the legal year that the Chancery taxing masters and their clerks have to take, and do willingly take, heaps of work home with them, to do after official hours. If they refused to do this I should pity the suitors and their solicitors.

If your readers will kindly turn to the *Times* of the 17th of July, 1879, they will find a letter of mine intitled "The Law Offices and the Long Vacation," in which I answered the objections of someone who wrote to that paper under the *nom de plume* of "Bedford Row." The complaints of "Bedford Row" were made at a time when the Lord Chancellor Cairns had been compelled to yield to the demand then made for an eighth taxing master, and had appointed Mr. F. G. Davidson, who is a very energetic master. Similar complaints are now as unreasonably made, when it is clear that a ninth master with a staff of clerks is needed, and that there is such an enormous surplus of fees made on taxations in the Chancery Division that the ninth master would cost the country nothing.

I have made a calculation from the judicial statistics, from which I find that in nine years—from the 31st of October, 1876, to the 31st of October, 1884, both inclusive—one master, Mr. Skirrow, with his two clerks, earned in fees £54,206—an average of £6 022 per annum; and by deducting his salary of £2,000 a year and another £1,000 a year to cover the salaries of his two clerks and a proportion of the rent of his offices, &c., we get an average of profit of over £3,000 a year made by this one master. I give his name as, without it, my figures could not be tested with the judicial statistics.

It would be a pleasing work for me to calculate and give the profit annually made by each of the other masters. I did so some years since, but I must not trespass on your space except to say that I propose, with your permission, to return to the subject, and can only again express a hope that no arrangements will be made with reference to the Chancery taxing masters' offices until they have been submitted to the Council of the Incorporated Law Society, and considered by them and those best acquainted with Chancery practice.

One thing further I would say, and it is this, that clerkships in the Chancery taxing masters' offices must not, because of recent reflections on the existence of redundant clerks in the Central Office, be given to such clerks simply for the sake of economy. The suitors pay fees which entitle them to the service of men able to discharge the duties of the office from having had a long personal acquaintance with them, and possessing a thorough knowledge of the practice of the Chancery Division.

JAMES RAWLINSON.

Upper Holloway, N., Dec. 10.

NEW ORDERS, &c.

STAMP DUTIES.

FURTHER NOTICE AS TO THE STAMPING OF UNSTAMPED OR INSUFFICIENTLY STAMPED INSTRUMENTS.—STAMP DUTIES ON EQUITABLE MORTGAGES, TRANSFERS OF MARKETABLE BONDS, &c., AND AGREEMENTS TO LET.

The Board of Inland Revenue direct attention to the fact that the arrangement under which they are willing to grant a remission of the penalty or penalties payable on stamping unstamped or insufficiently stamped instruments executed prior to the passing of the Customs and Inland Revenue Act, 1888 (16th May, 1888), with the exceptions, and subject to the conditions, set forth in the notice of the 2nd July last, will expire on the 31st inst.

In the consideration of applications for relief from penalties payable on stamping instruments which might have been voluntarily presented under the arrangement referred to, the board will have regard to the circumstance that the liability to the payment of such penalties might have been avoided had advantage been taken of the concession in question.

Annexed to this notice is a form which may be used in the transmission to this office of any unstamped or insufficiently stamped instruments in respect of which it may be desired to obtain the remission of the penalty or penalties under the conditions prescribed in the notice, a copy of which is printed at the back of the form. [32 SOLICITORS' JOURNAL, 607.]

The board take this opportunity of directing attention to the law as to the stamp duty chargeable on the following instruments as to which there is reason to fear that some misapprehension exists on the part of the public.

1. *Equitable Mortgages*.—By section 15 (1) of the Customs and Inland Revenue Act, 1888, the duty chargeable upon an equitable mortgage effected by an agreement or memorandum under hand only

relating to the deposit of any title deeds or instruments constituting or being evidence of the title of any property whatever (other than stock or marketable security), or creating a charge on such property, is reduced to 1s. for every £100, and any fractional part of £100 of the amount secured.

By virtue of the provisions of section 18 of the same Act, any failure to pay this duty before the expiration of thirty days after the agreement or memorandum is first executed renders the mortgagee liable to the payment of a penalty of £10, in addition to the penalties of £10, double stamp duty, and in some cases interest, payable by law on stamping the instrument.

An agreement or memorandum given on the occasion of a deposit of a life policy would be within the charge of duty as aforesaid.

2. *Transfers of Marketable Bonds, &c., not transferable by delivery*.—A transfer or assignment of any mortgage, bond, debenture or covenant—being a marketable security—or of any security for money by or on behalf of any foreign or Colonial State, Government, municipal body, corporation, or company—being a marketable security—is now chargeable with stamp duty at the rate of 10s. per cent., if made on the occasion of sale, and with 10s. if made on any other occasion. A marketable security is defined by section 2 (10) of the Stamp Act, 1870, to be a security of such a description as to be capable of being sold in any stock market in the United Kingdom.

3. *Agreements to let*.—Section 96 of the Stamp Act, 1870, enacts that:—

(1.) An agreement for a lease or tack, or with respect to the letting of any lands, tenements, or hereditables subjects for any term not exceeding thirty-five years, is to be charged with the same duty as if it were an actual lease or tack made for the term and consideration mentioned in the agreement.

(2.) A lease or tack made subsequently to, and in conformity with, such an agreement duly stamped, is to be charged with the duty of sixpence only.

The Board are empowered by law to reward any person who may inform them of any offence against the Stamp Acts, or who may assist in the recovery of any penalty.

(By Order)

W. H. COUSINS.

Inland Revenue Office, Somerset House,
London, W.C., December, 1888.

FORM FOR USE IN RESPECT OF INSTRUMENTS DATED PRIOR TO
16TH MAY, 1888.

I, _____, of _____, make application to the Commissioners of Inland Revenue for relief from the penalty payable on stamping the accompanying Instrument dated _____, with the duty of _____; and I declare that the Instrument is voluntarily presented for stamping, and not in consequence of other circumstances which have rendered it necessary to make use of it, such as the need of producing it in evidence, or of making good the title to property on a sale.

The instrument was not presented in proper time because

Signature.....

Address.....

DateDecember, 1888.

CASES OF THE WEEK*

Court of Appeal.

"THE LYDIA"—No. 1, 6th December.

PRACTICE—COUNTY COURT—ADMIRALTY—JUDGMENT OF COUNTY COURT VARIED—APPEAL WITHOUT LEAVE TO THE COURT OF APPEAL—COUNTY COURTS ACT, 1875 (38 & 39 VICT. c. 50) s. 10—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 45.

By section 10 of the County Courts Act, 1875, "there shall be no appeal from a decree or order of the High Court of Admiralty of England made on appeal from the county court when such decree or order affirms the judgment of the county court, except by express permission of the judge of the High Court of Admiralty. When, upon an appeal, the High Court of Admiralty alters the judgment of the county court, no leave to appeal to her Majesty in council shall be necessary." By section 45 of the Judicature Act, 1873, the judgment of a divisional court on all appeals from county courts shall be final, unless leave to appeal be given. By R. S. O., ord. 59, r. 4, admiralty appeals from inferior courts are now heard by a divisional court of the Probate, Divorce, and Admiralty Division; and by section 18, sub-section 5, of the Judicature Act, 1873, appeals from the Admiralty Division are heard by the Court of Appeal. Upon an appeal from a county court in an admiralty cause the Divisional Court of the Probate, Divorce, and Admiralty Division altered the judgment, and refused leave to appeal. Upon appeal to the Court of Appeal the preliminary objection was taken that no appeal lay. It was contended

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

that section 10 of the County Courts Act, 1875 (which Act was passed on August 2, 1875), was inconsistent with section 45 of the Judicature Act, 1873, which came into operation on November 1, 1875, and that, therefore, section 10 was impliedly repealed.

THE COURT (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) held that section 10 of the County Courts Act, 1875, had not been repealed, and that, therefore, there was no necessity for leave to appeal.—COUNSEL, J. P. Aspinall; F. W. Raikes. SOLICITORS, O. H. Clarkson, for A. M. Jackson, Hull; Pritchard & Sons, for J. & T. W. Hearfield, Hull.

ESDAILE v. PAYNE—No. 2, 13th December.

PRACTICE—EXTENSION OF TIME FOR APPEALING—SPECIAL CIRCUMSTANCES—REVERSAL OF DECISION BY HOUSE OF LORDS—R. S. C., LVIII, 15.

This was an original motion by two of the defendants for leave to appeal against a judgment of Kay, J., pronounced in the year 1885, notwithstanding the expiration of the time limited by the Rules for so doing. The action was brought by a lay improprator to enforce, in respect of houses occupied by various defendants within the City of London or its liberties, a payment in the nature or in lieu of tithe imposed by the Act 37 Hen. 8, c. 12. It did not appear that, since the passing of that Act, any claim to the payment had been made in respect of the defendants' houses. Kay, J., held, in the first instance, that the plaintiff's right was barred by the Tithe Prescription Act (2 & 3 Will. 4, c. 100), but this decision was reversed by the Court of Appeal. The case was then heard by Kay, J., on the merits, when he allowed the plaintiff's claim. On behalf of some of the defendants it was contended that the plaintiff's right was barred by the Statute of Limitations (3 & 4 Will. 4, c. 27), and, on behalf of them all, that after the lapse of 340 years the court would presume that the statutory payment had been extinguished by a lost release or grant. Kay, J., overruled both these objections. Some of the defendants (but not the present applicants) appealed, and the Court of Appeal (30 SOLICITORS' JOURNAL, 286) affirmed the decision on both grounds. The counsel for the present applicants did not insist on the Statute of Limitations before Kay, J. Some of the defendants who were unsuccessful before the Court of Appeal appealed to the House of Lords, and they (13 App. Cas. 613) reversed the decision of the Court of Appeal on the ground that the payments in question were "annuities or periodical sums of money charged upon land" within the meaning of section 1 of 3 & 4 Will. 4, c. 27, and that the plaintiff's right was barred. The special circumstances relied on in support of the present application were, first, the reversal by the House of Lords of the judgment in the very same action as regarded other defendants. This, it was said, distinguished the case from *Craig v. Phillips* (7 Ch. D. 249), in which it was held that the fact that, in another case, a different construction had been since put upon a statute by the Court of Appeal was not a sufficient ground for granting an extension of the time for appealing. In the present case there had been a reversal as regarded other defendants of the decision in the very same case. The other special circumstance relied on was, that the applicants, who were trustees, had applied, in an action for the administration of the trust estate, for leave to appeal from the judgment of Kay, J., at the cost of the trust estate, and that this application had been refused.

THE COURT (COTTON and BOWEN, L.JJ.) gave leave to appeal. COTTON, L.J., thought that the refusal of leave to the defendants to appeal at the cost of the trust estate was no excuse for not appealing; they might have appealed at their own expense. As to the other point, it certainly appeared not to be consistent with justice that these defendants should be adjudged to pay these tithes and also costs to the plaintiff, while other defendants who stood in the same position should escape on the ground that the plaintiff had no title. There ought to be an extension of the time for appealing. If the appeal should be brought, and it should then appear that there was nothing to distinguish the case of the applicants from that of those defendants who had succeeded in the House of Lords, the court would reverse the judgment as against them, and would order the plaintiff to refund the tithes and costs which he had received from them under the judgment. But no costs would be given to the applicants, either of the action or of the appeal, and they must pay the costs of the present application. In order to save expense it would be the better course for the parties to agree to treat the present motion as the hearing of the appeal. BOWEN, L.J., concurred. No doubt the applicants had made a grave slip. Their counsel did not think the point upon the Statute of Limitations a tenable one, and the Court of Appeal were equally in the wrong. The House of Lords had decided that the point was a good one. It would be a strange result if the other defendants could escape entirely, and that the present applicants should have to pay the tithes and costs, and perhaps be liable to contribute to further costs, so that the plaintiff would come in for a windfall by reason of the right point not having been taken in time. If the slip could not be cured without doing injustice to the plaintiff it would be a different matter, but it could be cured consistently with justice to the plaintiff by imposing the terms already mentioned.—COUNSEL, Ashton Cross; Maclean, Q.C., and H. B. Howard. SOLICITORS, Rhodes & Son; Winter & Co.

Re THE BOMBAY CIVIL FUND ACT, 1882; PRINGLE v. THE SECRETARY OF STATE FOR INDIA—No. 2, 12th December.

COSTS—JURISDICTION.

This was an original proceeding in the Court of Appeal, by virtue of section 5 of the above Act. The Act provides for the transfer of a fund, called the Bombay Civil Fund, from the trustees in whom it was vested to the Secretary of State for India in Council. Section 5 provides that in case any question should arise between any subscriber and the Secretary of State in Council as to any liability, or alleged liability, of the fund,

"such question shall be determined by her Majesty's Court of Appeal in such manner as may be provided by any general orders, or as the said court may, on special application, think fit to prescribe." The plaintiff was a subscriber to the fund who desired to raise a claim against the Secretary of State as to an alleged liability of the fund. The Act contains no provision as to the payment of the costs of any such application. No general orders having been made under section 5, the Court of Appeal, on a special application, directed that the parties should proceed by way of statement of claim, defence, and reply, and generally as nearly as might be to the proceedings in an action, as though the Judicature Acts and the R. S. C., 1883, applied, and the Court of Appeal were a court of first instance, and the proceedings were an action commenced by writ. The plaintiff then delivered a statement of claim, and the Secretary of State applied to have the statement of claim struck out, and all proceedings under it stayed, on the ground that it disclosed no reasonable cause of action. The Court of Appeal granted the application, and the question then arose whether there was any jurisdiction to make the plaintiff pay costs.

THE COURT (COTTON and BOWEN, L.JJ.) held that there was, and ordered the plaintiff to pay costs. BOWEN, L.J., said that, in the absence of any statutory provision, there was an inherent jurisdiction to make a person, who had set the court in motion, pay the costs of his unsuccessful application.—COUNSEL, Robinson, Q.C., and Alexander Young; Sir H. Davey, Q.C., Moulton, Q.C., and Charles Macnaghten. SOLICITORS, The Solicitor to the India Office; Roucliffes, Rawle, & Co.

High Court—Chancery Division.

CARDIGAN v. CURZON-HOWE—Chitty, J., 11th December.

SETTLED LAND ACT, 1882, s. 20; s. 21, sub-section x.; s. 50, sub-section 3—SALE BY TENANT FOR LIFE—COSTS PAYABLE OUT OF CAPITAL MONEYS—COSTS OF MORTGAGES OF LIFE INTEREST.

The question in this case was whether, in the case of a sale by the tenant for life of a settled estate under the Settled Land Act, 1882, s. 20, the costs of the mortgages of the tenant for life's interest are to be paid out of the capital moneys realized by the sale. In the case before the court there were no less than seven different mortgages of the life interest. *Re Beck* (31 W. R. 911, 24 Ch. D. 608) was cited as an authority in favour of allowing the costs.

CHITTY, J., said that it had been contended that not only the costs of the tenant for life were payable out of her life interest, but also the costs of her mortgages. Such a claim would extend to all the costs of the mortgages, and be not merely confined to the costs of executing the conveyance, but also to the costs of their ascertaining whether they should consent or not, including possibly the costs of sending surveyors to view the property. It was plain that the costs payable under section 21, sub-section x., of the Act out of the capital moneys must be confined to costs arising out of the execution of the powers of the Act. Nothing could be more plain than section 50, sub-section 3, which provided that the assignee's rights should not be affected without his consent. In other words (if indeed it was necessary to use other words, for it was hardly conceivable that words could be plainer) the assignee was not bound by the Act. Therefore the mortgagee of the tenant for life's interest could assent or withhold his assent, and was not prejudiced by the Act, but left absolutely free. The costs of the mortgages were not, therefore, within the Act. It had been said that a tenant for life selling under the Act sold all his estate and interest, and that he could not do this unless he ascertained whether or not the mortgagee did consent or not, and therefore that the costs of the mortgage must be costs within the Act. The answer to that was, that under section 50, sub-section 3, he could sell without prejudice to the rights of his mortgagee. With regard to the case cited, it was true that in that case it did appear that Bacon, V.C., allowed the costs of the mortgages' concurrence. But he could not regard that as an authority. That case was in the nature of a friendly arrangement, or, in any view, the point did not seem to have been brought especially before the Vice-Chancellor's attention. He disallowed the costs.—COUNSEL, Romer, Q.C., and Nalder; Byrne, Q.C., and Fossett Lock; Stallard; Whately. SOLICITORS, Warren, Gardner, & Merton; A. R. & H. Steele; Rooper & Whately; Walker & Newburn Walker.

Re S. E. JOY (Deceased), PURDAY v. JOHNSON (No. 2)—Chitty, J., 6th December.

CONSTRUCTION—LEGACIES TO SOCIETIES SEPARATE AT DATE OF WILL BUT UNITED BEFORE DEATH OF TESTATRIX.

In this case (reported on another point *ante*, p. 92) a question arose as to the construction to be placed on the testatrix's will under the following circumstances. It appeared that the testatrix had bequeathed £200 to an anti-vice-society and another legacy of £200 to another similar society. After the date of the will and before the testatrix's death the societies were united. The question was whether the united society was to take one legacy, both legacies, or nothing at all.

CHITTY, J., said that for the purposes of the will both societies must be deemed to continue to exist. At law such societies were not corporations, and the case might be compared to that of a bequest to a man, and a bequest to a woman, both contained in the same will. If the two legatees should inter-marry subsequently to the date of the will, they were nevertheless, for the purposes of the will, two persons, and took both bequests. The united society was entitled to £400.—COUNSEL, Romer, Q.C., and G. W. Robinson; Byrne, Q.C., and C. E. Bevil; Ingle Joyce; Badcock; W. D.

Rawlins, Solicitors, S. W. Johnson & Co.; W. Eley; Henry Cotton; Solicitors to the Treasury.

Re THE RAILWAY TIME TABLES PUBLISHING CO.—Stirling, J., 7th December.

COMPANY—SHARES ISSUED AT A DISCOUNT—RECTIFICATION OF REGISTER—RE-PAYMENT.

This was a motion to rectify the register of the company by removing the name of the applicant from the list of shareholders. The applicant was the holder of 673 shares which had been issued as fully paid-up shares on payment of 10s. per share only, the shares being nominally £5 shares. Of the shares issued to the applicant 150 had been sold to a stranger, who had no notice of the invalidity of the issue. They were subsequently re-transferred to the applicant in consideration of 150 fully paid-up shares, the validity of which was not in dispute.

STIRLING, J., held that the case was governed by the case of *Re Almda and Trist Co.* (36 W. R. 593, 38 Ch. D. 415), which shewed that the issue of shares at a discount was void and not merely voidable. As to 523 of the shares in question the name of the applicant must be removed from the register, and the money paid in respect of them must be re-paid as damages under section 35 of the Companies Act, 1862. As to the remaining 150 shares the applicant was not entitled to the relief asked, the transfer without notice and subsequent re-transfer having precluded him from claiming that relief.—COUNSEL, *Buckley, Q.C., and Chester; Beale, Q.C., and Carson.* SOLICITORS, *James Neale; Paine, Son, & Pollock.*

Re PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, and Re APPLICATION NO. 71,761 by the CALIFORNIAN FIG SYRUP CO.—Stirling, J., 7th December.

FOREIGN TRADE-MARK—TIME FOR REGISTRATION IN ENGLAND—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 103, SUB-SECTIONS 1 AND 3.

This was an application by the above-named American company for an order directing the Comptroller-General of Patents, Designs, and Trade-Marks to proceed with the registration of the words "Syrup of Figs" as a trade-mark under section 103 of the Patents, Designs, and Trade-Marks Act, 1883. By sub-section 1 of that section it is provided that if an arrangement for that purpose is concluded with the government of any foreign country, persons belonging to that country may obtain registration in England of trade-marks registered in that country; and there is a proviso to the sub-section that the application must be made, in the case of a design or trade-mark, within four months from the application for protection in the foreign State with which the arrangement is in force. Sub-section 3 of the same section enacts that "the application . . . for the registration of a trade-mark under this section must be made in the same manner as an ordinary application under this Act. Provided that, in the case of trade-marks, any trade-mark the registration of which has been duly applied for in the country of origin may be registered under this Act." An international convention for the protection of industrial property having been entered into, to which both Great Britain and the United States subsequently became parties, it was declared, by an Order in Council dated the 12th of July, 1887, that the provisions of the Patents Act, 1883, should apply to the United States of America. In the present case the application for registration in England was not made within four months after the application in America. The Comptroller-General had consequently refused to register. It was argued on behalf of the applicants that sub-section 3 of section 103 of the Act was a substantive enactment, and not to be read in connection with the proviso to sub-section 1.

STIRLING, J., held that it was essential that the application should be made within four months from the time of application in the foreign State. The words "the application for the registration of a trade-mark under this section" in sub-section 3 of section 103 referred to what had gone before. The proviso to that sub-section was what created the doubt, but that must be read as simply qualifying the previous part of the sub-section, and not as containing an independent enactment.—COUNSEL, *Hastings, Q.C., and John Cutler; Sir R. E. Webster, A.G., and Ingle Joyce.* SOLICITORS, *Gresham & Davies; Solicitor to the Board of Trade.*

ELWORTHY v. HARVEY—Kekewich, J., 4th December.

PRACTICE—ORIGINATING SUMMONS—ACTION—COSTS—R. S. C., LV., 3 (c)—MOTION FOR JUDGMENT.

Plaintiff and defendant Todd had been appointed trustees of certain funds by a marriage settlement dated the 11th of August, 1862, and plaintiff claimed that it might be determined whether defendant Todd was now a trustee of the settlement, and that defendant Todd might be discharged from the office of trustee, and that a new trustee might be appointed in his place to act with plaintiff. Plaintiff alleged that defendant Todd had accepted the trusts of the settlement and had refused to act or to concur in a deed appointing a new trustee in his place. By his defence defendant Todd denied that he had ever accepted the trusts of the settlement, and he alleged that he had offered to execute a disclaimer at the cost of the trust estate, and, further, that, under the power of appointing new trustees contained in the settlement, a new trustee could have been appointed in his place without his concurrence. The trust funds were in court. Plaintiff now moved for judgment, and also offered to retire from the trust. It was contended on behalf of Todd's co-defendants, who were beneficiaries under the settlement, that plaintiff ought to have proceeded by originating summons under ord. 55, r. 3 (g),

and was not entitled to any more costs than would have been incurred under that mode of procedure.

KEKEWICH, J., held that the relief asked could not have been granted on an originating summons, and referred it to chambers to appoint two new trustees. Plaintiff's costs, as between solicitor and client, including his charges and expenses as trustee, and defendant's costs of the action, as between party and party, to be a charge on the trust fund.—COUNSEL, *Bramwell Davis; Proctor; Vernon R. Smith.* SOLICITORS, *Alexander Pope; W. H. Waller & Son; H. P. Cobb.*

CONWAY v. FENTON—Kekewich, J., 1st December.

SETTLED ESTATE—APPLICATION OF CORPUS OF TRUST FUNDS FOR REPAIRS—JURISDICTION OF THE COURT.

In this case, which came before the court upon an originating summons under ord. 55, r. 3, the question to be decided was, whether the court could sanction the expenditure of trust funds in repairing and improving the property, which could not be let otherwise, there being no power in the settlement authorizing such expenditure. A mill and cottages were vested in trustees under two settlements. There were also certain funds subject to the same trusts as the realty. The summons asked leave to apply these in necessary repairs and improvements. The parties to the summons were the trustees, the tenants for life, and the children (infants) of one of the latter, the other having no children.

KEKEWICH, J., after adverting to the facts, said: The real question I have to try is that of jurisdiction; whether, where expenditure is necessary to preserve the property, I can sanction it, even though there be no power in the settlements authorizing it. *Re Leigh's Estate* (L. R. 6 Ch. 887), *Drake v. Trefusis* (L. R. 10 Ch. 364), *Frith v. Cameron* (L. R. 12 Eq. 169), and *Re Jackson* (21 Ch. D. 786), have been cited, but, though slightly analogous, do not quite touch the point. The nearest case is *Re Household* (27 Ch. D. 553). Acting on its authority, and believing that what is asked here is for the advantage of the infants, I think I am entitled to make the order asked, and an inquiry will be directed as to what repairs and improvements are needed to make the property tenantable or saleable.—COUNSEL, *L. Ryland; W. Baker; R. J. Janion.* SOLICITORS, *Clarke, Woodcock, & Ryland; Orford & Son.*

High Court—Queen's Bench Division.

MURRAY v. THOMPSON—10th December.

REVENUE—DOG LICENCE—AMOUNT OF PENALTY—SECOND OFFENCE.

In this case a police magistrate heard a summons against the respondent for keeping a dog without a licence, and on the offence being proved, as well as a previous conviction for a similar breach of the Revenue laws, imposed a penalty of 9s. 6d., on the ground that, although the statute 7 & 8 Geo. 4, c. 55, s. 78, taken in conjunction with 30 Vict. c. 5, ss. 3 and 8, did not allow him to reduce the penalty below one-fourth of the full amount—viz., £5—payable on a conviction for such offence, yet, as the previous conviction was not set out in the summons, he was entitled to consider the charge proved before him as a first offence, and to reduce the penalty under the provisions of the Summary Jurisdiction Act, 1879, s. 4.

THE COURT (Lord COLERIDGE, C.J., and MANISTY, J.) held that as the second offence was proved at the hearing, though not charged, the magistrate had not the power to reduce the fine below one-fourth of the full amount.—COUNSEL, *Sir R. E. Webster, A.G., and R. S. Wright.* SOLICITOR, *Solicitor to Inland Revenue.*

GOSLINGS v. BLAKE—10th December.

REVENUE—INCOME TAX—RIGHT TO DEDUCT—INTEREST ON SHORT LOANS.

This was an appeal from a decision of the special commissioners for the purposes of the Inland Revenue. It appeared that the appellants, who were bankers, in returning their profit and loss account had for some time excluded from their returns of "untaxed profits" the interest received by them on loans to customers for periods of less than one year, and had inserted the same in the aggregate of their "taxed profits" in accordance with an arrangement entered into with their customers, by which the firm had allowed income tax to be deducted from any interest paid to them on loans, whether the same were contracted for periods of less or more than one year.

THE COURT (Lord COLERIDGE, C.J., and MANISTY, J.) held, on the authority of *Bebb v. Bunney* (1 K. & J. 416), that the bank were right in their contention, but Lord COLERIDGE, C.J., said that if the matter had been open, he should have thought that the 40th section of the statute of 1853 (16 & 17 Vict. c. 34), which enacts that "every person who shall be liable to the payment of any rent, or any yearly interest of money, or any annuity or other annual payment . . . shall be entitled, and is hereby authorized, to deduct and retain thereout the amount of the rate of duty" which the payee is bound to allow under a penalty, referred only to payments accruing due yearly in respect of advances or other matters which endured for a year, but that in consequence of the decision of Lord Hatherley when Vice-Chancellor he felt bound to decide differently and leave the question to the decision of the Court of Appeal. MANISTY, J., was of the same opinion.—COUNSEL, *Sir R. E. Webster, A.G., and Darcy; Finlay, Q.C., and Pollard.* SOLICITORS, *The Solicitor to the Inland Revenue; Woodroffe & Burgess.*

High Court—Probate, &c., Division.

In the Goods of MIDDLETON—11th December.

ADMINISTRATION—PASSING OVER WIDOW—MISCONDUCT—BIGAMY—"SPECIAL CIRCUMSTANCES"—PROBATE ACT, 1857 (20 & 21 VICT. c. 77), s. 73—ABSENCE OF WIDOW—CITATION.

This was an application by the father of David Middleton, who died intestate on the 29th of September, 1888, for a grant of letters of administration of the estate and effects of the deceased, in preference to his widow, who, it was alleged, had committed several acts of adultery, and had afterwards contracted a bigamous marriage, and was now in America. In the *Goods of Williams* (3 Haggard, 217) and in the *Goods of Ferrando* (24 W. R. 1018, 1 P. D. 439) were referred to as shewing the discretion of the court to pass over the widow, and it was argued that, even if the court would not, in her absence, act upon the allegations made against her, there were "special circumstances" in the case which would justify the court, under section 73 of the Probate Act, 1857, in making the grant to the applicant.

BUTT, J., said that there appeared to be no precedent for passing over the widow, either on the ground of her misconduct, or under section 73 of the Probate Act, 1857, without first giving her an opportunity of being heard, and therefore he refused to grant the present application until the widow had been cited.—COUNSEL, H. B. Deane. SOLICITORS, Day & Son, for Teens & Morton, Kidderminster.

Bankruptcy Cases.

Ex parte RAWLINGS, Re DAVIS & CO.—C. A. No. 1, 7th December.

BILL OF SALE—LICENCE TO TAKE POSSESSION OF GOODS—ASSIGNMENT OF RIGHTS UNDER AGREEMENT FOR HIRE AND PURCHASE OF FURNITURE—BILLS OF SALE ACT, 1878, s. 4—BANKRUPTCY—ASSIGNMENT OF FUTURE INSTALLMENTS DUE UNDER HIRING AGREEMENT—VALIDITY AS AGAINST TRUSTEE IN BANKRUPTCY OF ASSIGNOR.

One of the questions in this case was whether an assignment of the rights of a furniture dealer, under what is known as a "hire-purchase" agreement, in relation to furniture, was a "bill of sale" within the meaning of section 4 of the Bills of Sale Act, 1878. That section provides that the expression "bill of sale" shall include "powers of attorney, authorities, or licences to take possession of personal chattels as security for any debt." In the present case, Davis & Co., who were furniture dealers, entered into agreements with a number of customers for the letting to them, and the ultimate purchase by them, of various articles of household furniture. By each of these agreements Davis & Co. agreed to let to the hirer, and the hirer agreed to hire, for use in his dwelling-house, the several articles specified in an annexed inventory, which were stated to be of a specified agreed value. The hirer was to pay to the lenders a specified sum—in some cases per quarter, in others per month or per week—for the hire of the goods, until the full amount of the agreed value should be paid. If default should be made in the punctual payment of the hire, the lenders might, immediately after such default, take possession of, remove, and sell the goods, and for that purpose might enter and remain upon the hirer's dwelling-house, and, if necessary, the lenders and their agents might break open the doors and windows of the house for the purpose of obtaining admission. When the amount of the agreed value should have been paid, the goods were to become the property of the hirer; but, until that amount should have been fully paid, the goods were to remain the property of the lenders. On the 29th of March, 1886, Davis & Co. assigned to Fuchsbalg "all their right, title, claim, demand, and interest" in a number of agreements of this nature, the particulars of which were specified in a schedule, by way of security for an advance made by Fuchsbalg, which was to be repaid by monthly instalments. So long as the instalments were punctually paid, Fuchsbalg was not to exercise any of the powers conferred by the hiring agreements upon Davis & Co., or by virtue of the assignment conferred on him; but, should default be made in payment of any of the instalments at the time specified, Fuchsbalg was to be at liberty to exercise all the powers contained in the hiring agreements, until the whole balance due to him should have been repaid. And for that purpose Davis & Co. did thereby authorize Fuchsbalg to use their names for all purposes in connection with the hiring agreements, and did thereby appoint him their attorney for the purposes aforesaid. On the 16th of May, 1887, Fuchsbalg served notice of this assignment on each of the hirers of furniture under the specified hiring agreements. On the 19th of May a receiving order in bankruptcy was made against Davis & Co. on their own petition, and they were afterwards adjudicated bankrupts. At the date of the receiving order there remained a balance due to Fuchsbalg on his security. He afterwards received payments from the hirers under the hiring agreements. The trustee in the bankruptcy applied to the court for a declaration that he was entitled to the benefit of all the hiring agreements set forth in the schedule to the assignment to Fuchsbalg, and of all moneys paid, due, or growing due thereunder, and received by Fuchsbalg, and that an account might be taken of what he had received. It was contended that the assignment to Fuchsbalg was a bill of sale, as being a "licence to take possession" of the furniture comprised in the hiring agreements, because it authorized Fuchsbalg to exercise the power of seizing the furniture conferred on Davis & Co. by the hiring agreements; and that it was void for non-compliance with the Bills of Sale Acts. At any rate, it was urged that the instalments which fell due under the hiring agreements after the date of the receiving order were the property of the trustee in the bank-

ruptcy, and could not be validly assigned so as to defeat his title: *Ex parte Nichols* (22 Ch. D. 782, 27 SOLICITORS' JOURNAL, 232). Cave, J., overruled the objections to the assignment, and dismissed the application.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed the decision. Lord Esher, M.R., said that the assignment was clearly not a bill of sale in the ordinary sense of the words, and he thought it was not included in the definition given in section 4 of the Act. It was nothing but an assignment of a contract; it only assigned the rights of Davis & Co. under the hiring agreements. It did not assign any property. The hiring agreements did not give Davis & Co. any property in the goods. The property was in them by their antecedent title, and it did not pass to the hirer till all the instalments of the hire had been paid. The licence given by the hiring agreements to Davis & Co. to enter the house of the hirer and take possession of the furniture was not legally capable of assignment, as was shewn by *Brown v. The Metropolitan Counties Life Assurance Society* (7 W. R. 471). As to the other point, the assignment was an assignment of an existing debt, though it was payable at future times. This was valid as against the trustee in the bankruptcy. In *Ex parte Nichols* the assignment was of payments which could only arise if a business was carried on. If the business was carried on by the trustee in the bankruptcy, the payments would not become due to the bankrupt—they would become due to the trustee, and the previous assignment by the bankrupt would not displace his title. FRY and LOPES, L.JJ., concurred.—COUNSEL, Cooper Willis, Q.C., and Rose Innes; Sidney Woolf. SOLICITORS, Lewis & Churchman; Vandamm.

Ex parte CHARRINGTON, Re DICKINSON—C. A. No. 1, 23rd November.

BANKRUPTCY—"SECURED CREDITOR"—JUDGMENT—EQUITABLE EXECUTION—RECEIVER OF CHATTELS—BANKRUPTCY ACT, 1883, ss. 9, 45, 168—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8.

In this case a question arose as to the effect of the appointment of a receiver of chattels at the instance of a judgment creditor. Charrington & Co., on the 6th of December, recovered judgment against Dickinson, a publican, for £2,930. On the 9th of December Charrington & Co. obtained *ex parte* an order from the Queen's Bench Division in the action, appointing a receiver "without security until further order to receive the stock-in-trade and other property and effects belonging to the defendant and unincumbered by any mortgage or other document or process of law" at the public-house, "but without prejudice to the rights of any prior incumbrancer or his possession (if any), or to the rights of the landlord of the premises. And it is ordered that all further questions be reserved until further order." The receiver took possession of the goods under this order. On the 13th of January, 1888, a receiving order was made against Dickinson, and at this date the goods had not been sold, but remained in the receiver's possession. Dickinson was adjudicated a bankrupt, and the goods were sold under an arrangement between the parties. Charrington & Co. claimed the proceeds of the sale, on the ground that they were secured creditors in consequence of the appointment of the receiver and his taking possession. Section 9 of the Bankruptcy Act, 1883, provides (1) "on the making of a receiving order an official receiver shall be thereby constituted of the property of the debtor, and thereafter, except as directed by this Act, no creditor to whom the debtor is indebted in respect of any debt provable in bankruptcy shall have any remedy against the property or person of the debtor in respect of the debt, or shall commence any action or other legal proceedings, unless with the leave of the court and on such terms as the court may impose. (2) But this section shall not affect the power of any secured creditor to realize or otherwise deal with his security in the same manner as he would have been entitled to realize or deal with it if this section had not been passed." By section 168 "secured creditor" means a person holding a mortgage, charge, or lien on the property of the debtor, or any part thereof, as a security for a debt due to him from the debtor." Section 45 enacts that (1) "where a creditor has issued execution against the goods or lands of a debtor, or has attached any debt due to him, he shall not be entitled to retain the benefit of the execution or attachment against the trustee in bankruptcy of the debtor, unless he has completed the execution or attachment before the date of the receiving order, and before notice of the presentation of any bankruptcy petition by or against the debtor, or of the commission of any available act of bankruptcy by the debtor." (2) "For the purposes of this Act an execution against goods is completed by seizure and sale; an attachment of a debt is completed by receipt of the debt; and an execution against land is completed by seizure, or, in the case of an equitable interest, by the appointment of a receiver." Cave, J., held that the trustee in the bankruptcy was entitled to the proceeds of sale. On the appeal it was argued that the appellants were "secured creditors"; that the order appointing the receiver gave them "equitable execution" upon the goods; and that such an execution did not require to be completed by sale, and, indeed, was not capable of being completed in that way. Consequently section 45 did not apply to it. *Ex parte Evans* (13 Ch. D. 252), *Anglo-Italian Bank v. Davies* (9 Ch. D. 275), *Salt v. Cooper* (6 Ch. D. 544), *In re Pope* (17 Q. B. D. 743), and *Ex parte Williams* (L. R. 7 Ch. App. 314) were cited.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed the decision. Lord Esher, M.R., said that the argument was, that the appellants were secured creditors within section 9 of the Bankruptcy Act, 1883—that they had a lien on the goods by means of the possession of the receiver. How could the possession of the receiver give a lien to the creditors? The receiver under this order was not the agent of the creditors to hold possession for them. He held possession, not for the creditors, but for the court, in order that the court might at a future stage deal with the matter and decide the right to the goods. Therefore, in his lordship's opinion, the case did not come within section 9, sub-section 2. It was argued that the possession of the receiver was a

delivery in execution to the judgment creditors, and made them secured creditors. How could it be an execution when nothing could be realized from it for the creditors? It was said that an order for sale might be made, but no such order had ever been made in such a case. If an order for sale could be made the case would come within section 45. If there could be no realization under the order for the appointment of a receiver, it was not a delivery in execution. If, however, it was a delivery in execution, it came within section 45, as there had been no sale, and therefore the execution was not completed before the date of the receiving order. His lordship, however, preferred to rest his judgment on the first ground—that where there had been such an order as this with regard to goods the creditor was not thereby made a secured creditor at all. *FRY, L.J.*, said that before the Judicature Act the Court of Chancery exercised jurisdiction in aid of a judgment at law in the case of land by appointing a receiver of the rents and profits, such rents and profits to be paid into court, and ultimately being paid out to the judgment creditor. That was called equitable execution. The Judicature Act, 1873, by section 25, sub-section 8, enabled the court to appoint a receiver whenever it should appear to be "just or convenient." The order in this case appointing the receiver did not justify him in receiving any money; he was only to hold the chattels. Whether any further order could be made in favour of the creditors his lordship did not know. The first question was whether the appellants were secured creditors within section 9. The effect of sub-section 1 was to put an end to the rights of creditors generally. That was qualified by sub-section 2, saving the rights of secured creditors. In his opinion the appellants were not secured creditors at all. The order created no mortgage, charge, or lien. It was simply an order that the receiver should retain the goods in his possession. Section 45 was also very material. It was said that this was an equitable execution. He could not see how it was an execution at all, for by no machinery could any money be received by force of the order. But if it was an execution it was not completed. How it was possible to complete it his lordship did not know. The appellants were in this dilemma—either there was not an execution at all, or, if there was, it was not completed. *LORES, L.J.*, concurred.—*COUNSEL, Henn-Collins, Q.C., and McGill; Winslow, Q.C., and Colt. SOLICITORS, Loxley & Morley; Nash, Field, & Withers.*

Solicitors' Cases.

Re GREVILLE'S SETTLEMENT—Kay, J., 11th December.

PRACTICE—SOLICITOR—COSTS—PERCENTAGE—SALE OF LAND OUT OF ENGLAND—SOLICITORS' REMUNERATION ACT, 1881—GENERAL ORDER, SCHED. I., PART I.

This case raised the question whether the General Order made under the Solicitors' Remuneration Act, 1881, applies to a sale of land not situate in England, so as to make the solicitor's remuneration for the sale payable according to the scale in schedule I., part I., to the Order. The bill was in respect of a sale by the Hon. G. Greville of certain real estate in Ireland, of which he was tenant for life, and which was sold under the Purchase of Land (Ireland) Act, 1885 (commonly called Lord Ashbourne's Act). By the rules made in Ireland under this Act much of the work connected with such a sale has to be done in Ireland and by Irish solicitors, and an Irish firm of solicitors had been employed by the English firm to do this part of the work. But the English firm had done substantially the whole of the work specified in schedule I., part I.—i.e., deducing title and perusing and completing conveyance. On taxation the English firm carried in a detailed bill of their costs, and also charged their client with the costs incurred towards the Irish firm. The taxing master held that the scale in schedule I. did not apply, as the land sold was out of England, and he taxed the bill according to schedule II. of the General Order. He also declined to tax the Irish firm's bill, or to ascertain how far the same was chargeable as a disbursement properly paid by the English firm. On a summons to review the taxation, it was contended that the bill ought to be taxed according to the scale in schedule I., part I., as the firm had done the work therein mentioned, and that, being an English firm, the fact of the land sold being situate out of England was immaterial; and that the taxing master ought to inquire into the items in the Irish firm's bill, because it would be found that many of them represented work covered by the scale charge, and were, therefore, not properly chargeable against Mr. Greville by the English firm in addition to the scale charge, although they might be properly chargeable by the Irish against the English firm.

KAY, J., held that schedule I. did not apply to the Bill. The Solicitors' Remuneration Act gave power to make a general order as to remuneration for conveyancing business, and, by section 4, any such order might, as regards the charges, regulate the same with reference to "the place, district, and circumstances at or in which the business is transacted." The General Order prescribed a scale charge for such business, but nothing was there said as to the "place, district, or circumstances." The schedule spoke of deducing title to freehold, copyhold, or leasehold property, with the exception of real property the title to which had been registered in England. As to many foreign lands the term "real property" had no meaning, nor was "copyhold property" known there. Could, then, the Order be held to apply to land in foreign countries, over most of which these terms were meaningless? He could find no indication in the Act that this was to be so. It was said that to hold it did apply would produce no harm, because even in England the solicitor could charge the scale fee only where he had actually done the work. But suppose a sale of land in New Zealand, where the conveyancing part of the business was done differently to the mode adopted in England; where an assurance required

registration and was not perfect until registered; this part of the business could not be done by an English solicitor. So that, though he might in such a case bring himself within the letter of the Act by deducing the title, &c., he must, almost of necessity, employ for the essential part of the business a skilled person in the country where the land was. There was nothing in the General Order which seemed to contemplate a sale of land outside the jurisdiction. The question was of great importance, and he based his judgment on the broad ground that the Order made under the Solicitors' Remuneration Act, 1881, did not, nor was intended to, apply to a sale of land not situate in England. The summons was accordingly dismissed.—*COUNSEL, Millar, Q.C., and R. F. Norton; Marten, Q.C., and Warrington. SOLICITORS, Bloxam, Ellison, & Co.; Collyer-Bristow, Withers, Russell, & Hill.*

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. Sidney Smith in the chair. The other directors present were Messrs. H. Morten Cotton, Samuel Harris (Leicester), Edwin Hedger, F. H. Janson, F. P. Morrell (Oxford), R. Pennington, Henry Roscoe, G. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £320 was distributed in grants of relief, three new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

STUDENTS' CASES.

EQUITY AND CONVEYANCING.

Re POOLBY (37 W. R. 17).—If a clause in a will allows a trustee solicitor to charge for his professional costs, he cannot reap the benefit thereof if he is an attesting solicitor.

STEWART v. FLETCHER (36 W. R. 713).—A married woman entitled to income for life, with a restraint on anticipation, may appoint an attorney to receive the growing payments, but only on her behalf and for her use.

Re THOMPSON, STEVENS v. THOMPSON (38 Ch. D. 317).—A married woman suing by a next friend can be called upon to give security for costs if the next friend is insolvent.

FRYMAN v. FRYMAN (36 W. R. 631).—If an order for the administration of the estate of a deceased person, who dies insolvent, is obtained in the Chancery Division, the landlord's right of distress is not limited to one year's arrears.

Re DAVIS, DAVIS v. GALMOYE (W. N. 193).—In the Chancery Division an application for attachment should be made by motion in court, not by summons in chambers.

Re DAVIS, BERGENDAHLE & Co.'s TRADE-MARK (ante, p. 11).—A foreign word which is the proper definition of an article in the language of the country in which it is produced is not a "fancy word" capable of being registered as a trade-mark for that article when imported into this country.

CAPEL & Co. v. SIMS SHIPS COMPOSITION CO. (36 W. R. 689).—A parol agreement between the vendor and promoter of a company to pay part of the purchase-money to the promoter must be disclosed by the prospectus, under the Companies Act, 1867, s. 38.

Re PARRY, LEEK v. SCOTT (32 SOLICITORS' JOURNAL, 645).—If testator leaves his property to his "next of kin," his widow is not entitled to participate.

BAYNTON v. MORGAN (ante, p. 90).—A lessee is bound to his covenants, although his assignee has surrendered to the lessor a small portion of the premises.

Re WEST DEVON GREAT CONSOLS MINE (36 W. R. 342).—Counsel has authority to undertake on behalf of his clients not to appeal, although judgment has been given on the merits.

WHELAN v. PALMER (36 W. R. 587).—Where a tenant for life having power to charge settled estates with a jointure of £200 a year in favour of a wife, executed a deed appointing the full amount as an escrow to be delivered to the jointress upon her securing £60 per annum to a third person, which condition she had not fulfilled, the transaction was held invalid as being a fraud on the persons entitled to the settled property in remainder after the death of the tenant for life.

MAGNUS v. NATIONAL BANK OF SCOTLAND (36 W. R. 602).—An order by consent, in absence of agreement to compromise the cause of action, to dismiss an action for want of prosecution, is no bar to the institution of a fresh action.

WYMAN v. KNIGHT (37 W. R. 76).—The old chancery remedy by writ of assistance, although greatly superseded, is not abolished, and is still issuable in cases not met by order 48.

SIMPSON v. BEARD (36 W. R. 519).—A bequest of all testator's "share, right, and interest," in the goodwill of a partnership business and in the partnership property real and personal, does not pass a debt due to the testator from the partnership.

COMMON LAW AND BANKRUPTCY.

Re BULLEN, Ex parte ARNAULD (32 SOLICITORS' JOURNAL, 629).—The condition that a bankrupt consents to judgment being entered against him for the balance of unpaid debts ought not to be imposed on granting a

discharge, unless there is some evidence of the bankrupt acquiring future property beyond what would be necessary for his subsistence.

RE TROTTER, EX PARTE THOMAS (36 W. R. 735).—A bankrupt's interest in property held of the Crown can be disclaimed by his trustee.

RE GOLDING, EX PARTE HARPER (23 L. J. N. C. 129).—A trustee in bankruptcy of a judgment creditor cannot serve a bankruptcy notice under section 49 of the Bankruptcy Act, 1883.

RE THE ARBITRATION BETWEEN MITCHELL AND LEARD, AND THE GOVERNOR OF CEYLON (36 W. R. 873).—If a contract provides that disputes shall be referred to arbitration, and that the provisions of the Common Law Procedure Act shall apply thereto, upon a reference of disputes, the submission cannot be revoked.

MULLEISEN v. COULSON (36 W. R. 811).—Parties cannot sue in *forma pauperis* on the Crown side of the court.

WINDHAM v. BAINTON (36 W. R. 832).—Upon discontinuance of an action by the plaintiff, it is at the discretion of the taxing master to allow defendant his costs of getting up evidence in anticipation of trial before notice of trial.

MITTENS v. FOREMAN AND ANOTHER (23 L. J. N. C. 128).—If plaintiff was prosecuted by order of the Bankruptcy Court under sections 16 and 17 of the Debtors Act, 1869, on the sworn information of the defendants, he is not prevented from bringing an action for malicious prosecution, as the conduct of the defendants in swearing the information might have been malicious.

WOOD v. ANDERSTON FOUNDRY CO. (36 W. R. 918).—If a limited company, under the Companies Act, 1862, has its registered office in Scotland and a branch office here, the writ cannot be served without leave.

CRIMES; PROBATE, DIVORCE, AND ADMIRALTY, &c.

ANDREWS v. ROSS (*ante*, p. 30).—A deceased wife's sister, although she knew when she married respondent that the marriage with him was null and void, is entitled to a decree declaring it null.

RE WOODHALL (36 W. R. 655).—No appeal lies from the refusal of a *habeas corpus* by the High Court to a fugitive accused of an extradition offence, who has been committed to prison with a view to his surrender to a foreign State.

LAW STUDENTS' SOCIETIES.

BRISTOL LAW STUDENTS' SOCIETY.—Dec. 11.—Mr. T. Parr, solicitor, in the chair.—The subject for debate was—"A proprietor of a shooting gallery instructs his men to erect it on a piece of waste ground having houses on one side, with the target away from the houses; they erect it with the target towards the houses. Before A. is aware of the mistake, a bullet enters one of the houses and injures B.: can B. recover damages from A.?" Mr. W. R. Parry opened in the affirmative, relying principally upon *Limpus v. London General Omnibus Co.* (32 L. J. Ex. 34). Mr. W. H. Wise supported the negative, citing *Positon v. London and South-Western Railway Co.* (L. R. 2 Q. B. 534); *Stevens v. Woodward* (6 Q. B. D. 318); *Mangan v. Atterton* (L. R. 1 Ex. 239); *Sharp v. Powell* (L. R. 7 C. P. 253); and other cases. Messrs. L. W. Browne, J. L. V. S. Williams, F. B. L. Bowley, and T. Fletcher also spoke, and Messrs. Wise and Williams (for Mr. Parry) replied for the negative and affirmative respectively. The chairman, in summing up, quoted from "Smith's Common Law" in favour of the affirmative, which was victorious by five votes to one.

LEGAL NEWS.

OBITUARY.

MR. EDWARD TYRRELL LEITH, barrister, died at Heidelberg on the 10th inst. Mr. Leith was the second son of the late Mr. John Farley Leith, Q.C., formerly M.P. for Aberdeen, and was born in 1842. He was educated at Trinity Hall, Cambridge, where he graduated in the second class of the law tripos in 1864, and he was called to the bar at the Middle Temple in Trinity Term, 1866. He formerly practised at Bombay, and he held for several years the office of Government Professor of Law at the University of Bombay. Mr. Leith was married in 1875 to the daughter of Mr. John Dawson. He became a widower in 1877, and he leaves one daughter.

MR. JOHN RAND CAPRON, solicitor (of the firm of Capron & Sparkes), of Guildford, died on the 12th ult. Mr. Capron was born in 1829. He was admitted a solicitor in 1850, having served his articles with his uncle, the late Mr. John Rand, with whom he was for several years in partnership. He was formerly town clerk and coroner for the borough of Guildford, and he held the last-mentioned office until his death. He had been for some time in partnership with Mr. Richard Sparkes, who is borough treasurer, deputy-clerk of the place, and clerk to the Guildford School Board. He was a perpetual commissioner for the county of Surrey, and he had a good private practice. Mr. Capron was formerly chairman of the Guildford Gas Company. He was buried in the Guildford Cemetery on the 16th ult.

MR. HENRY JOHN TROTTER, barrister, M.P., died on the 6th inst. at Langton Grange, Durham, from the effects of a fall from his horse about three weeks previously. Mr. Trotter was the second son of Mr. William Trotter, of Bishop Auckland, and was born in 1836. He was educated at Oriel College, Oxford. He was called to the bar at the Inner Temple in Trinity Term, 1864, and he formerly practised on the Northern Circuit. He was an unsuccessful candidate at Tynemouth in the Conservative interest in 1868 and in 1880, and at Berwick-on-Tweed in 1881. At the General

Election in 1885 he was returned for Colchester, and he was re-elected in 1886. Mr. Trotter was Lieutenant-Colonel of the 2nd Battalion of Durham Rifle Volunteers. He was a magistrate and deputy-lieutenant for the county of Durham, and a director of the Great Eastern and North British Railway Companies. He was unmarried.

MR. FREDERICK SMITH, barrister, Mayor of Birkenhead, died at Clifton Park, Birkenhead, after a short illness, on the 9th inst. Mr. Smith was the son of Mr. Thomas Smith, of Birkenhead, and was born in 1845. His life had been an adventurous one. He was educated at the Liverpool Institute, and when very young he enlisted in the Royal Artillery. He served for several years in India, and he attained the rank of sergeant-major. He ultimately purchased his discharge, and joined his father as a member of a firm of estate agents at Birkenhead. In July, 1886, he was called to the bar at the Middle Temple, and he was a member of the Northern Circuit. Mr. Smith was formerly a member of the Tranmere Local Board, and he was elected a member of the Birkenhead Town Council on the incorporation of the borough in 1877. In 1886 he became an alderman, and he had just been elected mayor for the present year. Mr. Smith leaves a widow and five children. He was buried on the 12th inst.

MR. GEORGE WHITEHALL, solicitor, of Portsmouth, Portsea, Landport, and Southsea, died on the 1st inst. Mr. Whitehall was born in 1855. He was admitted a solicitor in 1876, having served his articles with Mr. George Hall Turner, of Portsea, and with Messrs. Sole, Turner, & Knight, of Aldermanbury. During the last ten years he had been very successful in acquiring a practice. Mr. Whitehall held a commission as captain in the 1st Hampshire Artillery Volunteers. He leaves a widow, one son, and one daughter. He was buried on the 6th inst., the funeral being a military one.

APPOINTMENTS.

MR. LEICESTER PAUL BEAUFORT, barrister, has been appointed Legal Adviser to the Governor of North Borneo. Mr. Beaufort is the second son of the Rev. Daniel Augustus Beaufort, and was born in 1850. He was educated at Queen's College, Oxford. He was called to the bar at the Inner Temple in May, 1879, and he is a member of the Northern Circuit. Mr. Beaufort was recently elected a member of the School Board for London for the Greenwich Division.

SIR ROBERT STUART, Q.C., late Chief Justice of the North-West Provinces of India, has been elected Treasurer of Lincoln's-inn for the ensuing year.

MR. MOIR TOD STORMOUTH DARLING, M.P., Solicitor-General for Scotland, has been created a Queen's Counsel.

MR. HOWARD WARBURTON ELPHINSTONE, barrister, has been appointed Professor of the Law of Real and Personal Property at the Inns of Court. Mr. Elphinstone is the eldest son of Sir Howard Elphinstone, Bart., and was born in 1830. He was educated at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Trinity Term, 1862, and he practises as a conveyancer. He was formerly lecturer to the Incorporated Law Society on the Law of Real Property and Conveyancing, and he is well known as the author of several legal works.

MR. JAMES HENRY KEAN, solicitor and notary (of the firm of Barker & Kean), of Warrington, Fleetwood, and Poulton-le-Fylde, has been appointed Clerk to the Thornton and Fleetwood School Board. Mr. Kean was admitted a solicitor in 1885. His partner, Mr. Alfred Barker, is Clerk to the Fleetwood Local Board.

MR. ALEXANDER TROTTER, solicitor, of Lincoln, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Trotter was admitted a solicitor in 1882.

MR. EDWARD CUTLER, Q.C., has been elected a Bencher of Lincoln's-inn.

MR. CHARLES PERCY FIELDER, solicitor (of the firm of Fielder & Fielder), of Lincoln's-inn-fields, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. ROBERT PERCY DALE, solicitor, of York, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Dale was admitted a solicitor in 1878.

MR. RAYWOOD MICKLETHWAIT STANSFELD, solicitor, of Halifax, has been appointed Clerk to the Thornton Joint Hospital Board. Mr. Stansfeld was admitted a solicitor in 1873.

MR. JOHN BRIDGES, solicitor and notary (of the firm of Duff, Bridges, & Watts), of 5, Nicholas-lane, has been appointed a Commissioner for taking Affidavits in the Supreme Court of the Colony of Tasmania.

MR. WALTER HENRY MACNAMARA, barrister, has been appointed Registrar to the new Railway and Canal Commission. Mr. Macnamara is the eldest son of the late Mr. Henry Tyrwhitt Jones Macnamara, many years a railway commissioner, and was born in 1851. He was called to the bar at the Inner Temple in Hilary Term, 1874. He formerly practised on the Oxford Circuit, and he was for several years on the staff of the WEEKLY REPORTER. Mr. Macnamara has been secretary to the Railway Commission since 1882.

GENERAL.

It is stated that the City Lands Committee of the London Corporation have just agreed unanimously (subject to the approval of the Home Secretary) to demolish Newgate Prison and the Central Criminal Court, and to erect upon the site a new Sessions House suitable to the modern requirements.

The Brussels Law Court decided on Wednesday that Mdle. Popelin could not be admitted to the bar. The reasons given by the judges are stated to have been that the law as well as the customs of the country did not allow a woman to exercise the profession of a barrister.

On the 6th inst. the new court-house of the City of London Court in Guildhall-buildings was formally opened by the Lord Mayor. Afterwards the Law and City Courts Committee entertained the Lord Mayor, the sheriffs, the leading members of the bar and solicitors practising in the court, and others at luncheon at the Guildhall Tavern, and various toasts appropriate to the occasion were given and responded to. The building is designed in the late Gothic style of architecture, and harmonizes with the ancient Guildhall. The architect is Mr. Andrew Murray, A.R.I.B.A.

The business of the City of London Court, says the *Daily News*, was commenced on the 11th inst. in the new building off Guildhall-yard. On the arrival of the judge in court a curious scene was witnessed. The registrar and other officials were in their usual robes, but Mr. Commissioner Kerr was in his ordinary attire, with hat and gloves on and umbrella in hand. He seated himself on the bench, took off his hat, and commenced the business. It appears that a judge's room has been provided, but the learned Commissioner has declined to use it because the entrance is also used by the bailiffs as the entrance to their rooms.

The Devon Assizes, the *Times'* reporter says, the calendar at which was a heavy one, came to an end at Exeter at 2 a.m. on Saturday. Mr. Justice Stephen sat at 10 on Friday morning, and was engaged in trying cases, all of which (except one of robbery, where the prisoner was acquitted, and a burglary of no interest) were unfit for publication. The court sat for about four hours, and then adjourned for half an hour, sitting again for nearly five hours, and then adjourning for twenty minutes. Business was again resumed, and was not finished until 2 a.m., the only break being between 10 and 11 p.m., when those jurymen who were able to get home were allowed to leave, their places being taken by others. The court thus sat, with the short adjournments mentioned, for a period of sixteen hours, which is probably one of the longest sittings on record.

A case of *In the Matter of the Duty on the Estate of the Incorporated Council of Law Reporting*, before the Queen's Bench Division on the 12th inst., raised the question whether, under the Inland Revenue Act of 1885, providing for the assessment of corporate bodies on their property, the Incorporated Council of Law Reporting are liable to be assessed upon their estate. The court held they were not, on the ground that the Act exempted a corporation carrying on a trade or business. Lord Coleridge asked how it could be denied that the council carried on "a business"? They employed reporters and printers, and sold their reports, and did all that could be done by a bookseller, and they made profits, though precluded from applying them to the use of the members. The Civil Service associations, he believed, were carried on upon the principle of making no profits. Yet how could it be denied that they carried on business? And how could these associations be distinguished in that respect from the present?

On the 10th inst., in the House of Commons, Mr. H. Gardner asked the First Lord of the Treasury whether his attention had been called to the remarks made by Mr. Justice Manisty on December 5, with regard to the serious state of public business in the law courts owing to the present scarcity of judges; and whether, since two judges had been removed from the judicial bench by unusual employment on a Royal Commission, whose inquiry seemed likely to last for a period impossible to define, her Majesty's Government intended to take any steps to remedy what the learned judge described as "the present serious tension." Mr. W. H. Smith said:—It is hoped material relief will be obtained during circuit time if, by the proposed legislation as to quarter sessions, the judges are not withdrawn for an undue time from London to try numerous cases which might be disposed of at sessions, and so not overload the assize lists. With regard to the special circumstances of the withdrawal of two judges from the ordinary business of the Queen's Bench, it is, of course, not practicable to meet that temporary difficulty except by temporary expedients, and if the Lord Chancellor, on the representation of the Lord Chief Justice of England and the judges of the Queen's Bench thought it necessary, no doubt commissioners would have to be appointed during the assizes.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

| Date. | | APPEAL COURT | | APPEAL COURT | | Mr. Justice | | Mr. Justice | |
|--------------|----|---------------|----------------|--------------|----------|-------------|--|-------------|--|
| | | No. 1. | | No. 2. | | KAY. | | CHITTY. | |
| Mon., Dec. | 17 | Mr. Leach | Mr. Carrington | Mr. Beal | Mr. Pugh | | | | |
| Tuesday | 18 | Beal | Jackson | Leach | Lavie | | | | |
| Wednesday | 19 | Godfrey | Carrington | Beal | Pugh | | | | |
| Thursday | 20 | Rolt | Jackson | Leach | Lavie | | | | |
| Friday | 21 | Ward | Carrington | Beal | Pugh | | | | |
| Saturday | 22 | Pemberton | Jackson | Leach | Lavie | | | | |
| | | Mr. Justice | | Mr. Justice | | Mr. Justice | | Mr. Justice | |
| | | NORTH. | | STIRLING. | | KEKEWICH. | | | |
| Monday, Dec. | 17 | Mr. Pemberton | Mr. Clowes | Mr. Rolt | Godfrey | | | | |
| Tuesday | 18 | Ward | Koe | Godfrey | Rolt | | | | |
| Wednesday | 19 | Pemberton | Clowes | Rolt | Godfrey | | | | |
| Thursday | 20 | Ward | Koe | Godfrey | Rolt | | | | |
| Friday | 21 | Pemberton | Clowes | Rolt | Godfrey | | | | |
| Saturday | 22 | Ward | Koe | Godfrey | | | | | |

The Christmas Vacation will commence on Monday, the 24th day of December, 1888, and terminate on Saturday, the 5th day of January, 1889, both days inclusive.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 7.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN EXCHANGE IN PARIS, LIMITED.—By an order made by North, J., dated Nov. 3, it was ordered that the voluntary winding up of the exchange be continued. Colver, Wych et al, Strand, solors for petitioner.
COMMERCIAL UNION TRUST CO., LIMITED.—Stirling, J., has, by an order dated July 24, appointed William Thomas Ogden, 6A, Austin Friars, to be official liquidator.
EXPORT AGENCY CO., LIMITED.—Creditors are required, on or before Jan. 5, to send their names and addresses, and the particulars of their debts or claims, to Flaxman Haydon, 121, Bishopsgate st Within. Monday, Jan. 21 at 12, is appointed for hearing and adjudicating upon the debts and claims.
INVENTORS' SYNDICATE, LIMITED.—Stirling, J., has fixed Thursday, Dec. 20 at 12, at his chambers, for the appointment of an official liquidator.
PATENT MONUMENT AUTOMATIC BOX CO., LIMITED.—Petn for winding up, presented Dec 4, directed to be heard before Stirling, J., on Saturday, Dec. 15.
ABRAHAM & CO., Old Jewry, solors for petitioner.
PUBLIC COMPANIES SHARE TRUST, LIMITED.—Petn for winding up, presented Dec 5, directed to be heard before Stirling, J., on Dec. 15. Whitfield & Richardson, Finsbury pavement, solors for petitioners.
R. CRESSWELL & CO., LIMITED.—Petn for winding up, presented Dec 5, directed to be heard before Kay, J., on Saturday, Dec. 15. Janson & Co., Finsbury circus, solors for petitioners.

UNLIMITED IN CHANCERY.

IRISH EXHIBITION IN LONDON.—Petn for winding up, presented Dec 4, directed to be heard before Stirling, J., on Saturday, Dec. 15. Bradley, Lombard st, solors for petitioner.

London Gazette.—TUESDAY, Dec. 11.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH FLAX PRODUCERS' CO., LIMITED.—Petn for winding up, presented Dec 7, directed to be heard before Kay, J., on Saturday, Jan. 12. Leader, Mark lane, solors for petitioner.
COMMERCIAL BANK OF LONDON, LIMITED.—By an order made by Stirling, J., dated Dec 1, it was ordered that the bank be wound up. Eldred & Bignold, Queen Victoria st, solors for petitioner.
COMMERCIAL UNION TRUST CO., LIMITED.—Creditors are required, on or before Jan. 14, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Ogden, 6A, Austin Friars. Tuesday, Jan. 29 at 12, is appointed for hearing and adjudicating upon the debts and claims.
CONTRACT AND AGENCY CORPORATION, LIMITED.—By an order made by Stirling, J., dated Dec 1, it was ordered that the corporation be wound up. Abrahams & Co., Old Jewry, solors for petitioner.
EAST LONDON SWITCHBOARD RAILWAY CO., LIMITED.—Chitty, J., has fixed Friday, Dec 14 at 11, at his chambers, for the appointment of an official liquidator.
WILLIAMS & CO., LIMITED.—By an order made by Kay, J., dated Dec 1, it was ordered that the voluntary winding up of the company be continued. Clulow, Gracechurch st, solors for petitioner.

UNLIMITED IN CHANCERY.

LONDON AND METROPOLITAN COUNTIES BENEFIT BUILDING AND INVESTMENT SOCIETY.—Petn for winding up, presented Dec 7, directed to be heard before North, J., on Saturday, Jan. 12. Stocken & Jupp, Lime st, agents for Lomer & Son, Southampton, solors for petitioner.

FRIENDLY SOCIETIES DISSOLVED.

WORKING MEN'S PROVIDENT SOCIETY, Wesleyan Schoolroom, Wells, Norfolk. Dec 6

SUSPENDED FOR THREE MONTHS.

DESBOROUGH INDEPENDENT ODD FELLOWS' FRIENDLY SOCIETY, King's Arms Inn, High st, Desborough, Market Harborough, Northampton. Dec 4

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 30.

BARRATT, JOHN REGINALD, Liverpool. Dec 31. Whitaker & Co. v Barratt, North, J. Smith, Savoy pl, Strand.
DYSON, JOHN, Stamford, York. Fire Brick Manufacturer. Dec 30. Clarke v Dyson, Kay, J. Binney, Sheffield.
GALL, GEORGE, Walmer. Dec 17. Hinds v Attorney-General, Chitty, J. West & Co., Cannon st.
MATTHEWS, CHARLES, Preston upon Wye, Hereford, Farmer. Dec 5. Davis v Matthews, Chitty, J. Page, Hay.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 27.

BACON, JANE, Lincoln. Jan 1. Gayton & Hare, Much Hadham, Herts.
BAILLE, DAVID, Liverpool, Master Mariner. Dec 31. Bateson & Co, Liverpool.
BARE, JANET, Riddlesdown Park rd, Kenley. Jan 15. Mead & Sons, Arundell st.
BRISLEY, HENRIETTA, Claremont rd, Surbiton. Jan 15. Durham, Chancery lane.
DAVIES, WILLIAM HUMPHREY, Zanzibar, Africa, Gent. Dec 6. Property, Haverfordwest.
ELLISON, JOSEPH, Beeston hill, Leeds, Millwright. Dec 31. Scott, Leeds.
GIDEON, GEORGE VERNON, Ledbury rd, Baywater, Late Captain in Merchant Service. Dec 24. Watney & Co, Lombard ct.
GRAND, MARGARET ROWLAND, Lowestoft. Dec 22. Nicholson, Lowestoft.
HAMPTON, ROBERT, Bowden, Chester, Esq. Dec 31. Taylor & Co, Manchester.
HARRISON, THOMAS, Stalybridge, Lancaster, Esq. Jan 8. Leaf & Co, Manchester.
JOHNSTON, FRANCES CRIBB, Brixton rd. Jan 31. Covington Barr, Borough.
KING, THOMAS, Clarence House, Clapham. Dec 22. Phillips & Cheesman, Hastings.
LEWIS, JOHN, Maida vale, Esq. Dec 31. Ellis, Birchlin lane.
MORAN, AMY, Curnavon, Trevethin, Mon. Dec 24. Greenway & Bythway, Pontypool.
NIELD, JOSEPH, Barlow Moor rd, Didsbury, Gent. Jan 5. Whitehead, Stalybridge.
NORFOLK, MARY ANN, Hintlesham, Suffolk, Blacksmith. Dec 24. Joscelyn & Sons, Ipswich.
PEARSON, WILLIAM, Scarborough, Gent. Dec 21. Calvert, Scarborough.
PERCIVAL, CHARLES, Foxhill, West Haddon, Northampton, Esq. Dec 31. Percival, Compton rd.
PHILIP, CHARLOTTE AMELIA, South 5th Avenue, New York, U.S.A. Dec 24. Freshfields & Williams, Bank bldgs.
POPE, WILLIAM, Coldharbour lane, Camberwell, Gent. Jan 15. Laundry & Co, Argyll chambers.

ROBSON, JOHN, High st, Southampton, Fishmonger. Dec 31. Pearce & Co, Southampton
 SHARPEL, AMELIA ANN, Marine parade, Ventnor. Dec 31. Urry, Ventnor
 TEW, REV EDMUND, Patching Rectory, Sussex. Dec 24. Fitz Hugh & Co, Brighton
 TURNER, WILLIAM, Woodbridge, Suffolk, Gent. Jan 3. Welton, Woodbridge
 WARD, THOMAS, Portman st, Manchester, Estate Agent. Dec 31. Earle, Sons, & Co, Manchester
 WOOD, ANN, North st, Leeds, Innkeeper. Jan 10. Ford & Warren, Leeds

London Gazette.—FRIDAY, NOV. 30.

ANDREWS, MARY ELIZABETH, Rose Vale, Liverpool. Jan 1. Jevons & Ryley, Liverpool
 AWDAS, ROBERT, Sheffield, Blacksmith. Dec 31. Greaves, Sheffield
 BAINBRIDGE, HERBERT GLENDINING, Solihull, Warwick, Brewer. Jan 10. Harwood, Cannon st
 FLAIR, EDWARD JAMES STOPFORD, Penninghame, Newton Stewart, N.B., Esq. Dec 24. Few & Co, Surrey st
 CARROLL, PETER, Ilkley, York, Retired Shopkeeper. Dec 12. Fawcett & Co, Shipley
 CHAMBERS, REV RICHARD, Knapp hill, nr Woking. Dec 31. Powell & Goodale, Essex st
 CROCKFORD, JAMES, Kilburn pk rd, Advertisement Canvasser. Jan 1. Strickland & Roberts, Bristol
 DANIEL, THOMAS, Rough Close, nr Stone, Stafford, Farmer. Jan 1. Stanbury, Hanley
 DUNNETT, WILLIAM, Great Western Hotel, Esq. Dec 15. Phelps & Co, Red Lion sq
 ENGLISH, Countess ISABELLA JANE, Ulster ter, Regent's pk. Jan 20. Stone & Co, Bath
 FERRIS, CHARLES, Minford gdns, Shepherd's bush rd. Dec 31. Powell & Goodale, Essex st
 GREEN, SARAH JANE, Bede ter West, Barnard Castle. Dec 32. Peach, Harrogate
 GUY, THOMAS DUNGA, Hunstanton St Edmunds, Grocer. Dec 31. Ward, King's Lynn
 HALL, WILLIAM SPARKES, Regent st, Court Bootmaker. Jan 14. Halse & Co, Old Burlington st
 HANDFORD, DAVID, Newton Hall, nr Hyde, Chester, Farmer. Jan 9. Johnson & Johnson, Stockport
 HOBBS, SAMUEL, Wells, Solicitor. Jan 4. Nalder, Shepton Mallet
 INGOLDBY, FREDERICK, Brandon rd, Lee, Kent, Surgeon. Dec 31. Ingoldby & Co, Finsbury sq
 JONES, WILLIAM HENRY HOLLAND, Gloucester st, Pimlico, Dentist. Jan 9. Wheatly & Co, New inn
 KNIGHT, JAMES, Grove rd, Upper Holloway, Gent. Jan 18. Price & Son, Walbrook
 MCGREGOR, DUNCAN, Didsbury, Lancaster, Contractor. Jan 13. Parker & Co, Manchester
 MARLEY, WILLIAM LANE, Port Douglas, Queensland, Surgeon. Dec 20. Wilkins & Co, Gresham house
 METCALFE, MARY, Belvedere rd, Scarborough. Jan 15. Metcalfe, Warwick court
 MILLS, CHARLES STORRER, Bicker, Lincoln, Farmer. Dec 10. Waite & Co, Boston
 NEWCOMBE, HARRIOT SOPHIA, Aldershot. Jan 14. Collyer-Bristow & Co, Bedford row
 PRESTON, JOHN, Rosamond st, Salford, Painter. Jan 5. Dixon, Manchester
 PUTNEY, MARK, Dorking, Coal Merchant. Dec 8. Marten, Dorking
 REDDISH, JOHN, Highbury New Park, Gent. Jan 18. Price & Son, Walbrook
 SAVILL, ROBERT, Watford, Herts. Jan 1. Taylor & Co, Gray's inn
 SIMPSON, JOHN, Elm Dale rd, Redland, Bristol. Dec 31. Johnstone, Bristol
 SLATER, HENRY, Derby, Tile Manufacturer. Jan 16. Robotham & Co, Derby
 SMYTHE, EMILY THEOPHILA, Royal York Crescent, Clifton. Dec 31. Osborne & Co, Bristol
 WAINWRIGHT, SAMUEL, Knowl Hill, nr Twyford, Berks. Dec 31. Ward, Maidenhead
 WHYMAN, HANNAH, Borrowash, Derby. Dec 31. J. & H. F. Gadsby & Coxon, Derby
 WILSON, DONALD, Canning st, Liverpool, Gent. Jan 26. Norris & Sons, Liverpool

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]
 STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, DEC. 7.

RECEIVING ORDERS.

AINSWORTH, JOSEPH ANDREW, Oswaldtwistle, Lancs, Cotton Maker Blackburn Pet Dec 3 Ord Dec 3
 ANDERSON, JOHN HENRY WILLIAM, Pewsey, Wilts, Plumber Swindon Pet Dec 3 Ord Dec 3
 AUSTIN, JOHN SAMUEL, Cadishead, Lancs, Butcher Salford Pet Dec 5 Ord Dec 5
 BAILEY, WILLIAM, Miles st, South Lambeth, Lath Render High Court Pet Dec 3 Ord Dec 3
 BARBER, PETER, Hough, nr Nantwich, Farmer Nantwich and Crewe Pet Dec 3 Ord Dec 3
 BREWSTER, CHARLES HENRY, Maitland pk rd, Haverstock hill, Artist High Court Pet Dec 4 Ord Dec 4
 BURGESS, CHARLES THOMAS, Tulse hill, Brixton, Chocolate Maker High Court Ord Nov 17
 CARTLEDGE, SETH RICHMOND, Dewsbury, Clothier Dewsbury Pet Dec 3 Ord Dec 3
 CONSTANTINE, THEMISTOCLES, Leeds, Merchant Shipper Leeds Pet Nov 28 Ord Dec 4
 COOPER, JAMES, Manchester, Licensed Victualler Manchester Pet Dec 4 Ord Dec 4
 COPE, WILLIAM PENFOLD, Glengall rd, Old Kent rd, Minister of the Gospel High Court Pet Dec 5 Ord Dec 5
 DE MOOR, EDUARD, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet Dec 5 Ord Dec 5
 D'HOOGHE, CHARLES FREDERICK, Nottingham, Butcher Nottingham Pet Dec 4 Ord Dec 4

DIXON, CLEMENT SHUCKFORTH, Whitechapel rd, Licensed Victualler High Court Pet Dec 4 Ord Dec 4
 DREW, EDMUND, Queen Victoria st, Promoter of Building Societies High Court Pet Nov 21 Ord Dec 5
 EASTWOOD, FRED, Accrington, Broker Blackburn Pet Nov 7 Ord Dec 4
 FOULKES, THOMAS, Hanley, Staffordshire, Grocer Hanley, Burslem, and Tunstall Pet Nov 22 Ord Dec 3
 FOX, GEORGE, Nottingham, Tailor Nottingham Pet Nov 28 Ord Dec 1
 GLEW, SAMUEL, Walsingham, Notts, Commission Agent Lincoln Pet Dec 5 Ord Dec 5
 GRAY, WILLIAM GEORGE, Margate, Upholsterer Canterbury Pet Dec 4 Ord Dec 4
 HAMMOND, CHARLES BAGNALL, High st, Notting hill, Watch Maker High Court Pet Dec 4 Ord Dec 4
 HOWELL, WILLIAM JAMES, North Malvern, Worcestershire, Grocer Worcester Pet Dec 5 Ord Dec 5
 HOYLE, JAMES, Earlsheaton, Yorks, Butcher Dewsbury Pet Dec 1 Ord Dec 1
 JAMES, EDWARD, Queen Victoria st High Court Pet Aug 28 Ord Dec 5
 JONES, JOHN, Bilston, Tailor Wolverhampton Pet Dec 4 Ord Dec 4
 JONES, REUBEN, The Green, Ealing, Draper Brentford Pet Nov 20 Ord Dec 4
 LEWIS, JOHN, Bridgend, Glamorganshire, Draper Cardiff Pet Dec 3 Ord Dec 3
 LUMLEY, GEORGE, Oxford, Grocer Oxford Pet Dec 3 Ord Dec 3
 MANLEY, JOHN, Preston, Fruiterer Preston Pet Dec 3 Ord Dec 3
 MARSH, EBERNEZER, Devizes, Furniture Dealer Bath Pet Dec 5 Ord Dec 5
 MASON, JOSEPH, Lostock Gralam, Cheshire, Veterinary Surgeon Nantwich and Crewe Pet Dec 5 Ord Dec 5
 MILLS, RICHARD, Cinderford, Gloucestershire, Builder Gloucester Pet Dec 4 Ord Dec 4
 MILNES, CHARLES CRANMER, Steyning, Sussex, Cabinet Maker Brighton Pet Dec 4 Ord Dec 4
 MORRIS, JOHN FOXON, Darlaston, Staffordshire, Grocer Walsall Pet Dec 3 Ord Dec 3
 NEAVE, ALFRED, Landport, Hampshire, Auctioneer Portsmouth Pet Nov 20 Ord Dec 3
 OATES, THOMAS, Leeds, Cloth Salesman Leeds Pet Dec 4 Ord Dec 4
 ORTON, SAMUEL ALLINSON, Manchester, Solicitor Manchester Pet Nov 22 Ord Dec 5
 PATRICE, WILLIAM GEORGE, jun, Chatham hill, Chatham, Grocer Rochester Pet Dec 3 Ord Dec 3
 PRASE, JOSEPH AMBROSE, Wisteria rd, Lewisham, Army Tutor Greenwich Pet Dec 4 Ord Dec 4
 ROBERTS, BENJAMIN, Oakenshaw, nr Bradford, Contractor Bradford Pet Dec 1 Ord Dec 1
 ROGERS, CHARLES WILLIAM, Leamington, Agent for Sale of Ales Warwick Pet Nov 30 Ord Dec 1
 ROWSE, JOHN, Kingston upon Hull, Smackowner Kingston upon Hull Pet Dec 4 Ord Dec 4
 SEIGENBERG, JOHN, Philpot st, Stepney, Bedding Manufacturer High Court Pet Dec 3 Ord Dec 3
 SORFLEET, WILLIAM HENRY, Stamford, Lincoln, Innkeeper Peterborough Pet Dec 3 Ord Dec 3
 SPAWTON, MICHAEL, Brinklow, Warwick, Licensed Victualler Coventry Pet Dec 3 Ord Dec 3
 STANFORTH, SAMUEL HENRY, Ilfracombe, Fish Dealer Barnstaple Pet Dec 4 Ord Dec 4
 STEELE, DAVID, Upper Grosvenor rd, Tunbridge Wells, Draper Tunbridge Wells Pet Dec 4 Ord Dec 4
 STURTON, GEORGE, Bishopston, Gloucester, Grocer Bristol Pet Dec 3 Ord Dec 3
 TAGNON, ADOLPHUS, Gray's inn rd, Mason High Court Pet Dec 4 Ord Dec 4
 TANNER, JOHN, Cardiff, Greengrocer Cardiff Pet Dec 3 Ord Dec 3
 TAYLOR, JOHN MONTAGUE WOOD, Headingley, nr Leeds, Gent Leeds Pet Dec 3 Ord Dec 3
 TENSION, PHILIP, Ashley, nr Lymington, Undergraduate Southampton Pet Nov 16 Ord Dec 3
 PEDDER, ALBERT, Luton, Saddler Luton Pet Dec 4 Ord Dec 4
 PERRIN, ALFRED, Brighton, Boot Maker Brighton Pet Nov 17 Ord Dec 3
 WASS, JAMES, Plesley, Derby, Commission Agent Nottingham Pet Dec 4 Ord Dec 4

FIRST MEETINGS.

BAISBRIDGE, JAMES ANDREWS, Durham, Refreshment Room Keeper Dec 14 at 2.30 Three Tuns Hotel, Durham
 BRADLEY, ISAAC, Leeds, Woollen Manufacturer Dec 14 at 4 Off Rec, Bank chbrs, Batley
 BRECKTON, AUSTIN, Barnard's inn, E.C., Dramatic Critic Dec 14 at 12 33, Carey st, Lincoln's inn
 BROWN, HARRY, Limerston st, Chelsea, Bottle Dealer Dec 14 at 11 33, Carey st, Lincoln's inn
 BROWN, SAMUEL, Barrow, Lincs, Corn Merchant Dec 18 at 11.30 Off Rec, Trinity House lane, Hull
 CREED, JAMES, King's Langley, Hertfordshire, Carpenter Dec 14 at 10.30 George Hotel, St Albans
 DAVIES, ROBERT, Blaenau Festiniog, Merionethshire, Quarryman Dec 14 at 9 Queen's Hotel, Blaenau Festiniog
 DAVIES, WILLIAM, Ruabon, Denbighshire, Draper Dec 18 at 3 Bankruptcy Office, Crypt chbrs, Chester
 EDWARDS, JAMES, Calveley, Chester, Gent Dec 19 at 11 Royal Hotel, Crewe
 EDWARDS, RICHARD, Liverpool, Tripe Dealer Dec 17 at 3 Off Rec, Victoria st, Liverpool
 EMMERSON, JOSEPH, Scarborough, Professor of Music Dec 17 at 11.30 Off Rec, 74, Newborough st, Scarborough
 FAIRER, WILLIAM, Walthamstow, Provision Dealer Dec 14 at 12 Bankruptcy bldgs, Lincoln's inn
 FREDERICKS, ARTHUR, Merton rd, Tooting, Artists' Designer, Dec 14 at 3 109, Victoria st, Westminster
 GAMMON, JOHN, Ilfracombe, Butcher Dec 14 at 2.30 Clarence Hotel, High st, Ilfracombe
 GOODMAN, JOHN, Rainham, Essex, Clerk Dec 20 at 11.30 Shirehall, Chelmsford
 GRAIN, JOHN P, Outer Temple Dec 14 at 11 Bankruptcy bldgs, Lincoln's inn
 HIRST, JAMES, Burnley, Hosier Dec 17 at 3 Exchange Hotel, Nicholas st, Burnley
 HOWARD, HEATON CLARK, Clapham rd, Lambeth, Surgeon Dec 14 at 2.30 33, Carey st, Lincoln's inn
 HOWELL, WILLIAM JAMES, North Malvern, Grocer Dec 19 at 11 Off Rec, Worcester
 HOTLY, JAMES, Dewsbury, Butcher Dec 14 at 2.30 Off Rec, Bank chbrs, Batley
 JENKINS, THOMAS HARTSHORNE, Broughton, nr Manchester, Gent Dec 14 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
 MACFARLANE, R. M., Glasgow, no occupation Dec 14 at 2.30 33, Carey st, Lincoln's inn

MANBY, AMBROSE, Leeds, Painter Dec 17 at 12 Off Rec, 22, Park row, Leeds
 NEWMAN, GEORGE WILLIAM, Norwich, Photographer Dec 15 at 12 Off Rec, 8, King st, Norwich
 OSBOEN, JOHN RUDRUM, Leeds, Shopkeeper Dec 17 at 11 Off Rec, 22, Park row, Leeds
 PATIENCE, WILLIAM GEORGE, jun, Chatham, Grocer Dec 17 at 11.30 Off Rec, High st, Rochester
 PEARBALL, JOHN, King's Norton, Worcestershire, Farmer Dec 18 at 11 25, Colmore row, Birmingham
 REELAND, JOHN HENRY, Goswell rd, Clerkenwell, Coffee Shop Keeper Dec 14 at 11 33, Carey st, Lincoln's inn
 ROBERTS, BENJAMIN, Oakenshaw, nr Bradford, Contractor Dec 14 at 12 Off Rec, 31, Manor row, Bradford
 ROWSON, JOHN, Gt Grimsby, Cabinet Maker Dec 19 at 11 Off Rec, 3, Haven st, Gt Grimsby
 RUDD, GEORGE, Scarborough, Photographer Dec 14 at 11.30 Off Rec, 74, Newborough st, Scarborough
 SAWYER, BRITTON HENRY, Eastbourne, Builder Dec 14 at 3 Coles & Carr, Seaside rd, Eastbourne
 SIMMONS, SAMUEL, Balsdean, Sussex, Bee Farmer Dec 17 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 STONE, MARY ANN, Redbourn, Herts, Baker Dec 14 at 11 George Hotel, St Albans
 SUTTON, GEORGE, Bishopston, Gloucestershire, Grocer Dec 19 at 1 Off Rec, Bank chmbrs, Bristol
 TENISON, PHILIP, Ashley, nr Lymington, Undergraduate Dec 19 at 11 Off Rec, 4, East st, Southampton
 TURNER, FRED SEYMOUR, Sheffield, Wine Merchant Dec 18 at 3 Off Rec, Figtree lane, Sheffield
 WALSH, YATES, Manchester, Cotton Manufacturer Dec 14 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 WEBB, JOSEPH OLIVER, Birmingham, Innkeeper Dec 19 at 12 25, Colmore row, Birmingham
 WILLETT, MARK, Smethwick, Staffordshire, Beerhouse keeper Dec 17 at 10.30 County Court, Oldbury
 WINSTANLEY, CHARLES WILLIAM, Empress rd, Kensington, Plumber Dec 18 at 3 Off Rec, 25, Victoria st, Liverpool
 WITTENMAIR, HENRY, Bradford, Butcher Dec 14 at 11 Off Rec, 31, Manor row, Bradford
 WREN, AUGUSTUS BURNBY, Manchester, Veterinary Surgeon Dec 18 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester

ADJUDICATIONS.

AINSWORTH, JOSEPH ANDREW, Oswaldtwistle, Lancs, Cotton Manufacturer Blackburn Pet Dec 3 Ord Dec 3
 ANDERSON, JOHN HENRY WILLIAM, Pewsey, Wilts, Plumber Swindon Pet Dec 3 Ord Dec 3
 AUSTIN, JOHN SAMUEL, Cadishead, Lancs, Butcher Salford Pet Dec 5 Ord Dec 5
 BARBER, PETER, Hough, nr Nantwich, Farmer Nantwich and Crewe Pet Dec 3 Ord Dec 5
 BEALL, TOM HIDE, Brighton, Cork Cutter Brighton Pet Nov 23 Ord Dec 4
 BOYES, JOHN F. C., and MAX RUDOLPH BATTENSTADT, Newcastle on Tyne, Corn Factors Newcastle on Tyne Pet Nov 13 Ord Dec 3
 BROOKES, JAMES ANDREW, Leicester, Tailor Leicester Pet Nov 14 Ord Dec 3
 COLE, JAMES FRED, Balderton, Nottinghamshire, Traveller Nottingham Pet Nov 12 Ord Dec 4
 COLEBROOK, JOSEPH, Upper Tulse hill, Brixton, Grocer High Court Pet Nov 22 Ord Dec 4
 COMER, FRANK, Queen's gate, Kensington, Dentist High Court Pet Nov 2 Ord Dec 4
 CONSTANTINE, THURMSTOCKS, Leeds, Merchant Shipper Leeds Pet Nov 28 Ord Dec 5
 COOPER, J. AS, Manchester, Licensed Victualler Manchester Pet Dec 4 Ord Dec 4
 CREED, JAMES, King's Langley, Herts, Carpenter St Albans Pet Nov 21 Ord Dec 3
 CROSS, FREDERICK JOHN, High st, Clapham, Tobaccoist Wandsworth Pet Nov 27 Ord Dec 3
 DE MOOR, EDOUARD, Great Yarmouth, Fish Merchant Great Yarmouth Pet Dec 5 Ord Dec 5
 D'HOOCHIE, CHARLES FERDINAND, Nottingham, Butcher Nottingham Pet Dec 4 Ord Dec 4
 EMMERSON, JOSEPH, Scarborough, Professor of Music Scarborough Pet Nov 30 Ord Dec 5
 FOULKES, THOMAS, Hanley, Stafford, Grocer Hanley, Burslem, and Tunstall Pet Nov 22 Ord Dec 5
 GILBERT, EDWARD CHARLES, Brentwood, Essex, Nurseryman Chelmsford Pet Nov 29 Ord Dec 4
 GLEW, SAMUEL, Walsingham, Nottingham, Commission Agent Lincoln Pet Dec 5 Ord Dec 6
 GOODALL, CHARLES, Crewe, Clothier Nantwich and Crewe Pet Nov 19 Ord Dec 1
 HALMSHAW, JOE, Dewsbury, Stationer Dewsbury Pet Nov 24 Ord Nov 30
 HARRIS, RICHARD, Swansea, Grocer Swansea Pet Nov 16 Ord Dec 1
 HOLMES, JOHN JAREZ, the Crescent, Richmond, Corn Dealer Wandsworth Pet Nov 27 Ord Dec 3
 LEON, MARCUS, Union ct, Old Broad st, Merchant High Court Pet Oct 15 Ord Dec 3
 LEWIS, JOHN, Bridgend, Glamorgan, Draper Cardiff Pet Dec 3 Ord Dec 3
 LEWIS, SAMUEL, Cardiff, Builder Cardiff Pet Nov 17 Ord Dec 5
 MANLEY, JOHN, Preston, Fruiterer Preston Pet Dec 3 Ord Dec 3
 MARRIOTT, JOHN, Birmingham, Provision Dealer Birmingham Pet Nov 6 Ord Dec 4
 MARSH, EBENEZER, Devizes, Coffee House Keeper Bath Pet Dec 5 Ord Dec 5
 NEIGHBOUR, GEORGE, Fortess rd, Kentish Town, Fruiterer High Court Pet Dec 1 Ord Dec 1
 NEWMAN, JAMES, East Southsea, Butcher Portsmouth Pet Nov 30 Ord Dec 1
 OATES, THOMAS, Leeds, Cloth Salesman Leeds Pet Dec 4 Ord Dec 4
 PACK, GEORGE HENRY, Ryde, I.W., no occupation Newport and Ryde Pet Nov 26 Ord Dec 4
 PATCH, A O, Bristol, Oilman Bristol Pet Nov 27 Ord Dec 3
 PATIENCE, WILLIAM GEORGE, jun, Chatham hill, Chatham, Grocer Rochester Pet Dec 3 Ord Dec 3
 PEDDER, ALBERT, Luton, Saddler Luton Pet Dec 4 Ord Dec 4
 RAMSEY, FREDERICK ARTHUR, Ranelagh rd, Ealing, Wine Merchant Brentford Pet Nov 30 Ord Dec 5
 ROBERTS, BENJAMIN, Oakenshaw, nr Bradford, Contractor Bradford Pet Dec 1 Ord Dec 4
 ROGERS, CHARLES WILLIAM, Leamington, Agent for sale of Ales Warwick Pet Nov 30 Ord Dec 4
 ROWSE, JOHN, Kingston upon Hull, Smackowner Kingston upon Hull Pet Dec 4 Ord Dec 4

RUDD, GEORGE, Scarborough, Photographer Scarborough Pet Nov 19 Ord Dec 5
 SORFLEET, WILLIAM HENRY, Stamford, Lincs, Innkeeper Peterborough Pet Dec 3 Ord Dec 3
 STONE, MARY ANN, Redbourn, Herts, Baker St Albans Pet Nov 21 Ord Dec 3
 TAYLOR, JOHN MONTAGUE WOOD, Headingley, nr Leeds, Gent Leeds Pet Dec 3 Ord Dec 3
 TENISON, PHILIP, Ashley, near Lymington, Undergraduate Southampton Pet Nov 18 Ord Dec 5
 TURNER, FRED SEYMOUR, Sheffield, Wine Merchant Sheffield Pet Nov 12 Ord Dec 4
 WATKINSON, GEORGE SPENCER, Grimsby, Fish Dealer Dewsbury Pet Nov 21 Pet Nov 30
 WILLETT, MARK, Smethwick, Beerhouse Keeper Oldbury Pet Nov 1 Ord Dec 5
 WILLIAMS, THOMAS, Coleford, Gloucestershire, Grocer Newport, Mon. Pet Nov 13 Ord Dec 5
 WINSTANLEY, CHARLES WILLIAM, Empress rd, Kensington, Plumber Liverpool Pet Nov 3 Ord Dec 3
 WITTENMAIR, HENRY, Bradford, Butcher Bradford Pet Nov 26 Ord Dec 3

London Gazette.—TUESDAY, Dec. 11.

RECEIVING ORDERS.

ACKROYD, JOHN, Bradford, Schoolmaster Bradford Pet Dec 4 Ord Dec 8
 BIGGS, JAMES, Kingston on Thames, Baker Kingston, Surrey Pet Dec 6 Ord Dec 6
 BLANEY, WILLIAM HENRY, Wimborne Minster, Dorset, Coal Merchant Poole Pet Dec 5 Ord Dec 5
 BROWN, JOSEPH STANLEY, Leicester, Provision Merchant Leicester Pet Nov 22 Ord Dec 8
 BURN, JOHN, Bradford, Manufacturer Bradford Pet Nov 30 Ord Dec 8
 CORBET, MILLER, Kidderminster, Solicitor Kidderminster Pet Dec 4 Ord Dec 4
 DALE, CHARLES, Manchester, Coach Builder Manchester Pet Dec 7 Ord Dec 7
 DAVIES, DANIEL, Aberdare, Collier Aberdare Pet Dec 8 Ord Dec 8
 DENNIS, ROBERT, Oxford rd, Gunnersbury, Journalist High Court Pet Oct 23 Ord Nov 19
 DURANT, EDWARD MARLING, Puttenham, Surrey, Miller Guildford and Godalming Pet Dec 8 Ord Dec 8
 FREER, JOHN, Ampleforth, Yorks, Tailor Northallerton Pet Dec 6 Ord Dec 6
 FRIEND, RICHARD JONATHAN, Ramsgate, Upholsterer Canterbury Pet Dec 8 Ord Dec 8
 GASKELL, FREDERICK, Heaton Norris, Lancs, Joiner Stockport Pet Dec 8 Ord Dec 8
 HOOD, EMMA, Fordingbridge, Hants, Innkeeper Salisbury Pet Dec 6 Ord Dec 6
 HAMMOND, THOMAS, Leeds, Dyer Leeds Pet Dec 6 Ord Dec 6
 HANNON, JAMES, Normanton common, Yorks, Coal Miner Wakefield Pet Dec 5 Ord Dec 5
 HENRY, DAVID, Brewery rd, Islington, Builder High Court Pet Dec 7 Ord Dec 7
 HORNY, THOMAS, Nunburnholme Wold, Yorks, Provision Merchant York Pet Nov 28 Ord Dec 8
 HUMBERSTON, WILLIAM, St Asaph, Flintshire, Hotel keeper Bangor Pet Dec 6 Ord Dec 6
 HUMBLE, WILLIAM, Stockton, Yorks, Beerhouse Keeper Stockton on Tees and Middlesbrough Pet Dec 5 Ord Dec 5
 JENKINS, JOHN, Brynmawr, Brecknockshire, Builder Tredegar Pet Dec 7 Ord Dec 7
 JEVES, WILLIAM, Ramsgate, Veterinary Surgeon Canterbury Pet Dec 8 Ord Dec 8
 LAKE, WILLIAM WELLINGTON, Walthamstow, Surgeon High Court Pet Dec 6 Ord Dec 6
 LAWTON, RICHARD STEAD, New Mills, Derbyshire, Labourer Stockport Pet Dec 6 Ord Dec 6
 LLOYD, WILLIAM, Station rd, Finsbury pk, Butcher High Court Pet Dec 7 Ord Dec 7
 MANNING, JOHN, Bristol, Painter Bristol Pet Dec 7 Ord Dec 7
 MATTHEWS, GEORGE SOMEERS, Dorking, Surveyor Croydon Pet Nov 15 Ord Dec 5
 MATTHEWS, JOHN, Cheltenham, Fellmonger Cheltenham Pet Nov 21 Ord Dec 5
 MAY, JOHN, Sheffield, Aerated Water Manufacturer Sheffield Pet Dec 7 Ord Dec 7
 MCEWAN, OLIVER, Warwick ct, High Holborn, Teacher of Shorthand High Court Pet Oct 19 Ord Dec 7
 MORRIS, ALBERT EDWARD, Moorgate st, Clerk High Court Pet Nov 22 Ord Dec 7
 MUSGROVE, CHARLES BUDD, Chapel st, Belgrave sq, Grocer High Court Pet Dec 6 Ord Dec 6
 NEWTON, ALBERT, Leeds, Grocer Leeds Pet Dec 6 Ord Dec 6
 PINDER, JANE, St Leonards on Sea, Boarding house keeper Hastings Pet Dec 8 Ord Dec 8
 RIDHALGH, CHARLES, Burnley, no occupation Burnley Pet Dec 8 Ord Dec 8
 ROBERTS, JOSEPH, Deal, Coffee house Keeper Canterbury Pet Dec 8 Ord Dec 8
 SCHIED, JACOB, Ashburton terr, Ford's Park, Canning Town, Baker High Court Pet Dec 6 Ord Dec 6
 SHOREY, WILLIAM, Cheltenham, Beer Dealer Cheltenham Pet Dec 6 Ord Dec 6
 SKINNER, WILLIAM, and ROBERT TROUGHTON, Bishopsgate st, China Merchants High Court Pet Dec 7 Ord Dec 7
 SPRAGUE, NICHOLAS, Brixham, Devon, Coal Merchant East Stonehouse Pet Dec 6 Ord Dec 6
 STANLEY, THOMAS MATTHEW, Liverpool, Estate Broker Liverpool Pet Nov 23 Ord Dec 7
 STEPHEN, JAMES, Blackburn, Schoolmaster Blackburn Pet Dec 8 Ord Dec 8
 STONE, HENRY, Exeter, Baker Exeter Pet Dec 8 Ord Dec 8
 TROKE, JOSIAH, Moordown, nr Bournemouth, Builder Poole Pet Nov 21 Ord Dec 8
 WHITEHEAD, ALICE ELIZABETH, Frome, Lodging House Keeper High Court Pet Nov 8 Ord Dec 6
 WILLIAMS, THOMAS, Milford Haven, Baker Pembroke Dock Pet Dec 6 Ord Dec 6
 WOOD, THOMAS, HORACE GABRIEL WOOD, and CHARLES ENNS WOOD, Ewhurst, Sussex, Farmers Hastings Pet Nov 23 Ord Dec 5
 YOUNGER, WILLIAM, Sleaford, Lincoln, Tailor Boston Pet Dec 8 Ord Dec 8

FIRST MEETINGS.

AINSWORTH, JOSEPH ANDREW, Oswaldtwistle, Lancs, Cotton Manufacturer Dec 18 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 ANDERSON, JOHN HENRY WILLIAM, Pewsey, Wilts, Plumber Dec 18 at 12 H. C. Tombs, 32, High st, Swindon
 ARMSTRONG, WILLIAM, West Hartlepool, Blacksmith Dec 18 at 2.15 Royal Hotel, West Hartlepool

BACKHOUSE, SAMUEL FREDERICK, Denton, Lancs, Commission Agent Dec 20 at 1.45 Fownhall, Ashton under Lyne
 BAKER, HENRY CANNON, Dover, out of business Dec 21 at 9.30 Off Rec, 5, Castle st, Canterbury
 BARBER, JOHN HENRY BLUMBERG, Kew grdns, out of business Dec 18 at 2.30 38, Carey st, Lincoln's inn
 BARBER, PETER, Hough, nr Nantwich, Farmer Dec 19 at 12.30 Royal Hotel, Crewe
 BLANEY, WILLIAM HENRY, Wimborne Minster, Dorsetshire, Coal Merchant Dec 19 at 3 Off Rec, Salisbury
 BOYCE, CHARLES, Upton pk, Essex, Provision Dealer Dec 18 at 11 33, Carey st, Lincoln's inn
 CARLEE, EDWARD, Kingston on Hull, Labourer Dec 18 at 10 Off Rec, Trinity House lane, Hull
 CAENAC, SIR JAMES HENRY SPOULE RIVETT, Bart., Hyde park Mansions, Clerk Dec 20 at 12 33, Carey st, Lincoln's inn
 CARTBRIDGE, SETH RICHMOND, Eliand, Yorks, Clothier Dec 18 at 3 Off Rec, Bank chbrs, Batley
 COLEBROOKE, JOSEPH, Tulse hill, Brixton, Grocer Dec 18 at 12 33, Carey st, Lincoln's inn
 CONSTANTINE, THEMISTOCLES, Leeds, Merchant Shipper Dec 18 at 8 Off Rec, 22, Park row, Leeds
 COTTRELL, JOHN SMITH, Brockley, Kent, Gent Dec 19 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
 COOPER, JAMES, Manchester, Licensed Victualler Dec 20 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
 CROSS, FREDERICK JOHN, High st, Clapham, Stationer Dec 19 at 3 109, Victoria st, Westminster
 D'HOOGHE, CHARLES FERDINAND, Nottingham, Butcher Dec 18 at 12 Off Rec, 1, High pavement, Nottingham
 EVANS, CHARLES WATKINS DE LACY, Portland rd, Notting hill, Surgeon Dec 18 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
 FOX, GEORGE, Nottingham, Tailor Dec 20 at 12 Off Rec, 1, High pavement, Nottingham
 HARDY, JAMES, Woodside Grange rd, North Finchley, Gent Dec 18 at 11 No. 16 Room, 30 and 31, St Swinburn's lane
 HARE, STEPHEN, Appledore, Devon, Innkeeper Dec 20 at 12 Marine Hotel, Instow
 HOOD, EMMA, Fordingbridge, Hampshire, Innkeeper Dec 20 at 3 Off Rec, Salisbury
 HUTCHENS, THOMAS SAMUEL, Greyhound lane, Streatham common, Builder's Foreman Dec 18 at 3 109, Victoria st, Westminster
 HUTCHINGS, SAMUEL, Devonport, Auctioneer Dec 20 at 11 10, Athenaeum ter, Plymouth
 HUTCHINSON, BENJAMIN, Nottingham, Mineral Water Manufacturer Dec 18 at 11 Off Rec, 1, High pavement, Nottingham
 JENNS, GEORGE, Worthington, Pianoforte Dealer Dec 18 at 3.15 67, Duke st, Whitehaven
 LAWTON, RICHARD STEAD, New Mills, Derby, Labourer Dec 20 at 11.30 Off Rec, County chbrs, Market pl, Stockport
 MANLEY, JOHN, Preston, Fruiterer Dec 21 at 3 Off Rec, 14, Chapel st, Preston
 MASSEY, EDWIN, Macclesfield, out of business Dec 19 at 11 Off Rec, 23, King Edward st, Macclesfield
 MASON, JOSEPH, Lostock Gralam, Cheshire, Veterinary Surgeon Dec 19 at 2.30 Royal Hotel, Crewe
 MILLS, RICHARD, Cinderford, Glos, Builder Dec 18 at 12 Off Rec, 15, King st, Gloucester
 MILNKS, CHARLES CRANMER, Steyning, Sussex, Cabinet Maker Dec 19 at 12 Bankruptcy bldgs, Lincoln's inn
 NEAVE, ALFRED, Landport, Hampshire, Auctioneer Dec 31 at 3 166, Queen st, Portsea
 NEWMAN, JAMES, Southsea, Butcher Dec 31 at 4 168, Queen st, Portsea
 ORTON, SAMUEL ALLINSON, Manchester, Solicitor Dec 20 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester
 PAYNTER, ROWLAND EDWARD, Park walk, Chelsea, Engineer Dec 20 at 11 33, Carey st, Lincoln's inn
 PERBIN, ALFRED, Brighton, Bootmaker Dec 19 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn
 ROGERS, CHARLES WILLIAM, Leamington, Ale Agent Dec 20 at 11.15 Wright & Haesale, Dorset pl, Leamington
 SEDGER, JOSEPH, Cambridge, Wine Merchant Dec 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 SHAPLAND, WALTER JAMES, Ramsgate, Tailor Dec 21 at 10 Off Rec, Castle st, Canterbury
 SORFLEET, WILLIAM HENRY, Stamford, Lincs, Innkeeper Dec 28 at 12 County Court, Peterborough
 SPAWTON, MICHAEL, Brinklow, Warwickshire, Licensed Victualler Dec 21 at 12 Off Rec, 17, Hertford st, Coventry
 SPRAGUE, NICHOLAS, Brixham, Devon, Coal Merchant Dec 20 at 3 10, Athenaeum ter, Plymouth
 STANFORTH, SAMUEL HENRY, Iffracombe, Fish Dealer Dec 18 at 2.30 Clarence Hotel, High st, Iffracombe
 WAITE, JOHN ARMSTRONG, Maryport, Joiner Dec 18 at 12 67, Duke st, Whitehaven
 WASS, JAMES, Pleasley, Derbyshire, Commission Agent Dec 19 at 12 Off Rec, 1, High pavement, Nottingham
 WELLINGS, CHARLES HENRY, St James's pl, S.W., Gent Dec 18 at 12 33, Carey st, Lincoln's inn
 WILLIAMS, MARY, Pontnewydd, Mon, Grocer Dec 20 at 12.30 Off Rec, 12, Tredogor pl, Newport
 WILMOER, EDWARD, Shoreditch, Corn Merchant Dec 19 at 12 33, Carey st, Lincoln's inn
 WISEMANN, HEINRICH ODOMAR HUGO, Basinghall st, E.C. Dec 20 at 2.30 33, Carey st, Lincoln's inn
 WRIGHT, JOHN THOMAS, New Clew, Lincs, Grocer Dec 19 at 10 Off Rec, 3, Haven st, Gt Grimsby

ADJUDICATIONS.

ACKBOYD, JOHN, Bradford, Schoolmaster Bradford Pet Dec 4 Ord Dec 8
 BACKHOUSE, SAMUEL FREDERICK, Denton, Lancs, Commission Agent Ashton under Lyne and Stalybridge Pet Dec 1 Ord Dec 6
 BOOTH, JOHN THOMAS, Manchester, Yarn Agent Manchester Pet Nov 9 Ord Dec 8
 BREWSTER, CHARLES HENRY, Maitland pk rd, Haverstock rd, Artist in Stained Glass High Court Pet Dec 4 Ord Dec 5
 BURBIDGE, JOHN, Claverton st, Pimlico, Artist High Court Pet Nov 25 Ord Dec 6
 CAUSEN, WILLIAM GEORGE, Handsworth, Staffordshire, Engineer Birmingham Pet Nov 12 Ord Dec 7
 COPE, WILLIAM PENFOLD, Glengall rd, Old Kent rd, Minister of the Gospel High Court Pet Dec 5 Ord Dec 6
 CORBET, MILLER, Kidderminster, Solicitor Kidderminster Pet Dec 4 Ord Dec 4
 DALE, CHARLES, Choriton upon Medlock, Coach Builder Manchester Pet Dec 7 Ord Dec 7

DAVIES, DANIEL, Aberdare, Collier Aberdare Pet Dec 8 Ord Dec 8
 DAVIES, ROBERT, Blaenau Ffestiniog, Merionethshire, Quarryman Portmadoc and Blaenau Ffestiniog Pet Nov 27 Ord Dec 7
 DIXON, CECIL BERNARDINO, and SARA DIXON, Northam, Southampton, Oil Cake Makers Southampton Pet April 20 Ord Dec 6
 DIXON, CLEMENT SHUCKFORTH, Whitechapel rd, Licensed Victualler High Court Pet Dec 4 Ord Dec 6
 EDWARDS, JAMES, Calveley, Cheshire, Gent Nantwich and Crewe Pet Nov 19 Ord Dec 6
 FRER, JOHN, Ampleforth, Yorks, Tailor Northallerton Pet Dec 6 Ord Dec 6
 GASKELL, FREDERICK, Heaton Norris, Lancs, Joiner Stockport Pet Dec 8 Ord Dec 8
 HAMMOND, THOMAS, Leeds, Dyer Leeds Pet Dec 6 Ord Dec 6
 HANNON, JAMES, Argyle st, Normanton common, Yorks, Coal Miner Wakefield Pet Dec 5 Ord Dec 6
 HOOD, EMMA, Fordingbridge, Hants, Innkeeper Salisbury Pet Dec 6 Ord Dec 6
 HOWELL, WILLIAM JAMES, North Malvern, Worces, Grocer Worcester Pet Dec 5 Ord Dec 6
 HOYLE, JAMES, Dewsbury, Yorks, Butcher, Dewsbury Pet Dec 1 Ord Dec 6
 HUMBERSTON, WILLIAM, St Asaph, Hotel Keeper Bangor Pet Dec 6 Ord Dec 6
 HUMBLE, WILLIAM, South Stockton, Beerhouse Keeper Stockton on Tees and Middlesbrough Pet Dec 5 Ord Dec 6
 ISAACS, ALFRED HENRY, Theobald's rd, Bedford row, Gent High Court Pet July 24 Ord Dec 5
 JEEVES, WILLIAM, Ramsgate, Veterinary Surgeon Canterbury Pet Dec 8 Ord Dec 8
 JOHNSON, CHARLES WILLIAM, Mark In, E.C., Chemical Manure Manufacturer High Court Pet Sept 22 Ord Dec 7
 JONES, REUBEN, Ealing, Draper Brentford Pet Nov 20 Ord Dec 6
 KNOWLES, CHARLES, Wakefield, Dealer in Sewing Machines Wakefield Pet Nov 19 Ord Dec 4
 LANGFORD, JOHN THOMAS, Orsett, Essex, Farm Bailiff Chelmsford Pet Nov 7 Ord Dec 6
 LAWTON, RICHARD STRAD, New Mills, Derbyshire, Labourer Stockport Pet Dec 6 Ord Dec 6
 LLOYD, WILLIAM, Station rd, Finsbury park, Butcher High Court Pet Dec 7
 MASSEY, EDWIN, Macclesfield, out of business Macclesfield Pet Dec 5 Ord Dec 6
 MAY, JOHN, Sheffield, Aerated Water Manufacturer Sheffield Pet Dec 7 Ord Dec 7
 MORGAN, DANIEL, Pontardawe, Glamorganshire, Grocer Neath Pet Dec 8 Ord Dec 8
 MORTON, THOMAS, Wakefield, Yorks, Blacksmith Wakefield Pet Nov 15 Ord Dec 4
 MUGROVE, CHARLES BUDD, Chapel st, Belgrave sq, Grocer High Court Pet Dec 6 Ord Dec 7
 NEWTON, ALBERT, Leeds, Grocer Leeds Pet Dec 6 Ord Dec 6
 PAYNE, CHARLES HENRY, and NORMAN EDWARD CARTWRIGHT, Kettering, Brick Merchants Northampton Pet Oct 12 Ord Dec 8
 PEARSALL, JOHN, King's Norton, Worcestershire, Farmer Birmingham Pet Nov 21 Ord Dec 6
 RIDGHALGH, CHARLES, Lowerhouse, nr Burnley, no occupation Burnley Pet Dec 8 Ord Dec 8
 ROBERTS, JOSEPH, Deal, Coffee house Keeper Canterbury Pet Dec 8 Ord Dec 8
 SCHUB, JACOB, Ford's Park, Canning Town, Baker High Court Pet Dec 8 Ord Dec 6
 SCOTT, FRANCIS CUNNINGHAM, Ipswich, Retired Colonel Ipswich Pet Nov 22 Ord Dec 6
 SELWAY, PEECY, Kigh st, Kingland, Clerk High Court Pet Oct 12 Ord Dec 6
 SPAWTON, MICHAEL, Brinklow, Warwick, Licensed Victualler Coventry Pet Dec 3 Ord Dec 6
 STEPHEN, JAMES, Blackburn, Schoolmaster Blackburn Pet Dec 8 Ord Dec 8
 STONE, HENRY, Exeter, Baker Exeter Pet Dec 8 Ord Dec 8
 TIDY, HENRY JOSEPH, Siringbourne, Builder Rochester Pet Nov 23 Ord Dec 8
 WILLIAMS, EVAN, Rye lane, Peckham, Draper High Court Pet Nov 8 Ord Dec 5
 WILLIAMS, THOMAS, Milford Haven, Baker Pembroke Dock Pet Dec 6 Ord Dec 6
 WOOD, JOHN, Burnley, Farmer Burnley Pet Nov 17 Ord Dec 6
 WOOD, THOMAS, HORACE GABRIEL WOOD, and CHARLES ENNS WOOD, Ewhurst, Sussex, Farmers Hastings Pet Nov 26 Ord Dec 8

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DOCKEE.—Dec. 9, at King's Norton, the wife of Dudley T. Dockee, of a son.
 READER.—Dec. 9, at Albert-bridge-road, S.W., the wife of George Reader, solicitor, of Ely-place, E.C., of a daughter.

DEATHS.

DAGGETT.—Dec. 6, at Newcastle-on-Tyne, William Daggett, solicitor, aged 63.
 ROBINSON.—Dec. 11, William George Robinson, of New-square, barrister-at-law, aged 45.
 WILLIAMS.—Dec. 11, at Dyffryn, Griffith Jones Williams, solicitor and Coroner for Merionethshire, aged 70.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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SALES OF ENSUING WEEK.

Dec. 14.—Mr. G. A. WILKINSON, at the Mart, E.C., at 2 p.m., 5 per cent. Perpetual Debenture Stock in the South Metropolitan Gas Co. (see advertisement, Dec. 8, p. 4).
 Dec. 17.—Messrs. FARRBROTHER, ELLIS, CLARK, & CO., at the Mart, E.C., at 2 p.m., the National Standard Theatre (see advertisement, Dec. 1, p. 4).
 Dec. 18.—Mr. C. P. WHITELEY, at the Mart, E.C., at 1 p.m., Leasehold Properties (see advertisement, this week, p. 116).

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The above is now open at 25, ARCHURCH-LANE, E.C. In addition to the Library there is a Writing and Consultation Room with Telephone (1601) and Lavatory. The Daily Cause Lists and (Chancery) Chamber Lists are exhibited at 5.30 daily, and Weekly Lists on Monday mornings. Good collection of Reports and Books of Practice, Treatises, Precedents, &c.—For Catalogue (price 6d.) and further particulars apply to

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CONTENTS.

| | | | |
|---------------------------------------|-----|-----------------------------|-----|
| CURRENT TOPICS..... | 101 | LAW SOCIETIES | 110 |
| FORM OF CONVEYANCE OF LAND | 102 | LAW STUDENTS' JOURNAL | 110 |
| PURCHASED BY A FIRM | 102 | LEGAL NEWS | 111 |
| SOME RECENT DECISIONS ON COUNTY | 103 | COURT PAPERS | 112 |
| COURT JURISDICTION AND PRACTICE | 103 | WINDING-UP NOTICES | 112 |
| REVIEWS | 105 | CREDITORS' NOTICES | 112 |
| CORRESPONDENCE | 105 | BANKRUPTCY NOTICES | 113 |
| NEW ORDERS, &c. | 106 | | |

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.. 110
.. 110
.. 111
.. 119
.. 112
.. 112
.. 113

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